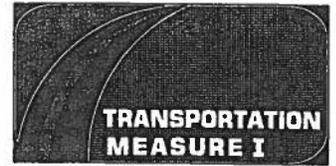




San Bernardino Associated Governments

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



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

AGENDA

Major Projects Committee

July 19, 2012

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

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

Major Projects Committee Membership

Chair

Dick Riddell, Mayor
City of Yucaipa

Dennis Yates, Mayor
City of Chino

Alan Wapner, Council Member
City of Ontario

Vice-Chair

Michael Tahan, Council Member
City of Fontana

Ed Graham, Council Member
City of Chino Hills

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Neil Derry, Supervisor
County of San Bernardino

Sarah Zamora, Mayor
City of Colton

Pete Aguilar, Mayor
City of Redlands

Josie Gonzales, Supervisor
County of San Bernardino

Walt Stanckiewicz, Mayor
City of Grand Terrace

Ed Scott, Mayor Pro Tem
City of Rialto

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Mayor
City of Highland

Pat Morris, Mayor
City of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Ray Musser, Mayor
City of Upland

Paul M. Eaton, Mayor
City of Montclair

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

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

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

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

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

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

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

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

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

Major Projects Committee
July 19, 2012
9:00 a.m.

LOCATION:
Santa Fe Depot
The Super Chief Room

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

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

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of July 19, 2012. Pg. 7

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

Consent Calendar

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

2. Major Projects Attendance Roster

Pg. 15

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

Notes/Action

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., Beador Construction, Republic ITS, Brutoco Engineering and Construction, Inc., Riverside Construction, Skanska and Griffith Company** Pg. 19

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

Discussion Calendar

Regional & Quality of Life Programs

4. **2012 South Coast Air Quality Management District Air Quality Management Plan Update** Pg. 22

Receive a presentation on the 2012 South Coast Air Quality Management District Air Quality Management Plan. **Duane A. Baker**

Project Development

5. **Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project** Pg. 24

That the Committee recommend the Board approve the award of Contract No. C12214 to TranSystems Corporation for the preparation of Preliminary Engineering and Environmental Document (PA&ED), with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40. **Garry Cohoe**

6. **Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Utility Easement** Pg. 70

That the Committee recommend the Board approve Joint Use Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of an existing gas line within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure for a not-to-exceed amount of \$20,000. **Garry Cohoe**

7. **Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle Gap Closure and the Newport Road Overcrossing Project** Pg. 78

That the Committee recommend the Board authorize payment to the Riverside-Corona Resource Conservation District (RCRCD) for mitigation requirements of the US Army Corps of Engineers (ACOE) Section 404 Nationwide Permit, the California Department of Fish and Game (CDFG) Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed the aggregate total of \$157,122. **Garry Cohoe**

8. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 80

That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.
3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding, LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique & Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos. **Garry Cohoe**

9. Additional Right-of-Way Funding for the Hunts Lane Grade Separation Project Pg. 105

That the Committee recommend the Board:

1. Approve an additional \$2,000,000 in Measure I Valley Major Projects funds for right-of-way costs associated with the Hunts Lane Grade Separation Project.
2. Approve budget amendment for Task No. 0872 to increase the Measure I Valley Major Projects funds by \$2,000,000 for a new total of \$2,439,166. **Garry Cohoe**

10. **San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Construction Management Services** Pg. 107

That the Committee recommend the Board approve additional payment of \$133,971.00 to Transportation Energy Solutions, Inc. for Construction Management Services on the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project, Contract No. C10202. **Garry Cohoe**

Transit/Commuter Rail

11. **California High Speed Rail Authority Los Angeles to San Diego Update** Pg. 110 (10 mins)

Receive presentation from the California High Speed Rail Authority
Mitch Alderman

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Pg. 111

Acronym Listing

ADJOURNMENT

**The Next Major Projects Committee Meeting:
August 9, 2012**

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. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008



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

Minute Action

AGENDA ITEM 1

Date: July 19, 2012

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

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

*

Approved
 Major Projects Committee

Date: July 19, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1207z-gc

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

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

July 19, 2012

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3-B (Cont.)	C10007		Dywidag Systems Construction Rock Structures VT Electric Wilson Bros Trenching AC Dike Co. Alcorn Fence Amber Steel EBS utilities Jezowski and Arkey Constructors Penhall Company
3-C	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-D	C10198	Republic ITS <i>James A. Wagner</i>	None
3-E	C11004	C.C. Myers Inc. <i>Daniel E. Himick</i>	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems Murphy Industrial Coatings

Major Projects Committee Agenda Item

July 19, 2012

Page 5

3-E (Cont.)	C11004		Sierra Pacific Electrical Visual Pollution Technologies
3-F	C12036	Brutoco Engineering and Construction, Inc. <i>Michael Murphy</i>	All American Asphalt Alcorn Fence ACL Construction Cooper Engineering Coffman Specialties Sully Miller Diversified Landscape Griffith Company Castle Walls Integrity Rebar CP Construction KEC Engineering Cal Stripe
3-D	C11105	Pacific Restoration Group <i>John Richards</i>	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-G	C12010	Riverside Construction Inc. <i>Donald M. Pim</i>	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction

3-H	C11184	Skanska <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
3-I	C12128	Griffith Company <i>Ryan J. Aukerman</i>	None
5	C12214	TransSystems Corporation <i>Jamal Salman</i>	LSA Associates ACT Consulting CA Group Earth Mechanics Inc. Iteris LDP OPC Towill TRC Utility Specialists Westbound Communications
6	C13009	Southern California Gas Company <i>Andrew I. Thompson</i>	None
7	N/A	Riverside-Corona Resource Conservation District (RCRCD) <i>Shelli Lamb</i>	None
8	<u>APN#</u> 0348-141-06 0348-141-04 0348-141-05	<u>Property Owners:</u> Tom and Laura Gwin Damron Family Trust 01/11/02 "" ""	None

<p>8 (Cont.)</p>	<p>0348-141-01 0348-141-02 0348-141-03 0348-132-24 0348-132-25 0348-132-16 0348-132-29 0348-132-09 0348-132-05 0348-132-03 0348-132-04 0348-131-03 0348-131-06 0348-131-07 0349-169-04 0349-169-06 0349-169-07 0349-169-08 0349-154-03 0349-154-12 0349-174-02 0349-174-10 0349-174-04 0349-174-09 0349-172-01 0349-173-19 0349-173-20 0349-166-11 0349-152-18 0349-152-19 0349-152-13 0349-143-34 0349-143-30 0349-141-31</p>	<p>Terry Lloyd "" "" "" "" Joyce I. and William R. Rosier "" "" Merced C. Tarin Donald Gillespie Sean S. and Iris S. Lee Jeffrey T. Grange Larry and Adele Eckrote "" "" Dennis E. and Judy M Bathurst "" "" Henry Olivier and Ileana V. Oliver Mary R. Larriba and Thelma Dulin "" "" "" "" "" "" Robert Cirrito "" "" Denno Jerjis J. and Shatha J. City of San Bernardino San Bernardino Co. Flood Control San Bernardino Co. Flood Control Branden E. Wood Benedicto Carlos and Jesusa "" "" Acf Disposition LLC (Alliance Bank Capital Funding, LLC) Modesto Gudion "" "" Federal National Mortgage Assoc. Sigman Carol Family Trust Cannan Paul A. and Wendy L. Deland Inc.</p>	
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8 (Cont.)	0349-141-01 0349-141-13 0349-141-22 0349-112-44 0349-112-19 0349-144-02 0349-115-01 0349-062-48 0349-062-39 0349-152-06 0349-154-13 0348-151-25 0349-182-10 0349-182-09 0349-173-32 0349-173-29 0349-102-01 0349-062-35 0349-062-03 0349-102-12 0349-173-19 0349-173-20 0349-171-01 0349-171-02 0349-171-03	Antchango, Dominique and Aquerre Family Trust (Basque Farms, Ltd.) "" "" Town Square M Properties LLC Russell Thompson San Bernardino Co. Flood Control Leonard A. Sigdestad Southern California Gas Company City of San Bernardino Coronado Carlos and Reina Ron Toth Lit Industrial Limited Partnership Gene E. Wood General Telephon Co. of California Stacy Marie Wendler City of San Bernardino United States Forest Service "" "" "" "" "" "" Victor J. Kardos "" "" "" "" "" "" "" ""	
10	C10202	Transportation Energy Solution, Inc. <i>Nathaniel Behura</i>	None

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

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

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012

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

X = Member attended meeting.
mpcatt2012.doc

Empty box = Member did not attend meeting

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

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012

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

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011

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

X = Member attended meeting.
mpcatt2011.doc

Empty box = Member did not attend meeting

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

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2011

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

X = Member attended meeting.
mpccatt2011.doc

Empty box = Member did not attend meeting

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



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

Minute Action

AGENDA ITEM: 3

Date: July 19, 2012

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., Beador Construction, Republic ITS, Brutoco Engineering and Construction, Inc., Riverside Construction, Skanska and Griffith Company

Recommendation: Review and ratify change orders.

Background: Of SANBAG's fourteen on-going Construction Contracts, nine have had Construction Change Orders (CCO's) approved since the last reporting to the Major Projects Committee. The CCO's are listed below:

- A. Contract Number (CN) C09196 with Skanska/Rados Joint Venture for construction of the I-215 Segments 1 and 2 project: CCO No. 83 Supplement No. 1 (\$10,646.65 increase to provide for electrical conduit for services not shown on the plans or identified in CCO No. 83 in accordance with Section 86-2.11, "Services" of the Special Provisions); CCO No. 138 (\$18,180.00 increase to compensate the contractor for the removal of temporary shoring pillow wall at the Baseline Street Overcrossing) and CCO No. 146 (\$137,000.00 increase for settlement of Notice of Potential Claim No. 10 for work required to accommodate existing drainage and utility facilities not shown on the plans on Baseline Street).
- B. CN C10007 with C.C. Myers Inc. for the I-10 Riverside Avenue Interchange Reconstruction project: CCO No. 65 (\$86,826.30 increase for compensation to the contractor for Asphalt Price Adjustments as per the Special Provisions); CCO No. 94 (\$74,441.00 increase for settlement of

Approved
 Major Projects Committee

Date: July 19, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.
 MPC1207a-tk

- Notice of Potential Claim No. 3 for issues pertaining to the construction of MSE walls) and CCO No. 95 (\$94,566.00 increase to compensate the contractor for encountered buried man-made objects and Time Related Overhead due to schedule delay due to the impacts).
- C. CN C10190 with Beador Construction Co. for the I-10 Westbound Lane Addition project: CCO No. 23 (\$18,692.50 increase for providing wireless vehicle detection equipment and MBGR as requested by Caltrans Oversight Engineer) and CCO No. 27 (\$23,800.00 increase for compensation to the contractor for Asphalt Price Adjustments as per the Special Provisions).
 - D. CN C10198 with Republic ITS for the Tiers 3 & 4 Valleywide Coordinated Signal Program: CCO No. 4 Supplemental 1 (\$5,236.37 increase for additional funds to provide for increase in cost for items requested by Caltrans); CCO No. 7 Supplemental 1 (\$7,300.00 increase for additional work in the City of Chino to provide for communication to existing traffic signals); CCO No. 9 Supplemental 1 (\$16,315.30 increase to compensate the contractor for required modifications to the wireless communication system in the City of Upland); CCO No. 12 (\$25,188.22 increase to compensate the contractor for installation of additional traffic signal equipment in the cities of Upland and Yucaipa); CCO No. 18 (\$14,589.48 decrease due to reduction and/or deletion of contract bid items and traffic signal upgrades in the cities of Highland, Upland and Yucaipa); CCO No. 19 (\$20,190.96 increase for modifications to the existing communications system in the City of Redlands) and CCO No. 20 (no cost/no credit for the replacement of master controllers with terminal servers in the cities of Colton, Rialto and San Bernardino).
 - E. CN C11004 with C.C. Myers, Inc. for the North Milliken Avenue Grade Separation project: CCO No. 8 (no cost/no credit to implement Addendum No. 3 changes to the T-Wall Retaining Wall System to modify the leveling pad elevations so the finished wall will match the new bridge deck elevations).
 - F. CN C12036 with Brutoco Engineering and Construction, Inc. for the I-10 Citrus Avenue Interchange project: CCO No. 6 (\$20,000.00 increase for maintaining existing and temporary electrical systems as per the Special Provisions).
 - G. CN C12010 with Riverside Construction Inc. for the I-15 La Mesa/Nisqualli Interchange project: CCO No. 12 (\$14,195.00 decrease due to clarification of the Special Provisions thereby reducing the amount of concrete needed for the construction of Reinforced Concrete Pipe); CCO No. 14 (\$9,000.00 increase for providing temporary lighting at the First Assembly of God athletic field and parking lot as directed by the City of Victorville); CCO No. 18 (\$12,598.23 increase for modifications to the piles and footing for bridge abutment No. 3 to avoid conflict with Verizon Fiber Optic duct bank); CCO No. 21 (\$50,000.00 increase for additional funds over the amount provided under supplemental items for shared

maintenance of storm water pollution control devices); CCO No. 25 (\$6,000.00 increase for protecting in place an existing Verizon Fiber Optic duct bank over Drainage System 13); CCO No. 26 (\$2,000.00 increase to replace square chain link fence posts with round posts along the Victor Elementary School as requested by the City of Victorville) and CCO No. 28 (no cost/no credit to provide for revisions to the false work plans to allow for proper clearance from traffic on I-15 and Amargosa Road).

- H. CN C11184 with Skanska for the Hunts Lane Grade Separation project: CCO No. 2 (\$6,423.00 increase to install 300 linear feet of sidewalk along east side of Hunts Lane between the railroad tracks and Commercial Road).
- I. CN C12128 with Griffith Company for the SR-60 Sound Wall project: CCO No. 1 (\$15,000.00 increase to compensate the contractor for removal and disposal of buried man-made objects) and CCO No. 2 (\$700.00 decrease to credit the Agency for the procurement of the permit with the San Bernardino county Flood Control District on behalf of the contractor).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No. 0838, Task No. 0841, Task No. 0862, Task No. 0701, Task No. 0862, Task No. 0888, Task No. 0870 and Task No. 0817.

Reviewed By: SANBAG General Counsel have reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 4

Date: July 19, 2012

Subject: 2012 South Coast Air Quality Management District Air Quality Management Plan Update

Recommendation:* Receive a presentation on the 2012 South Coast Air Quality Management District Air Quality Management Plan.

Background: Periodically, the South Coast Air Quality Management District (AQMD) prepares an overall Air Quality Management Plan (AQMP) update to meet federal air quality requirements and to incorporate the latest technical planning information.

The AQMD staff is currently developing the 2012 AQMP, which will include control strategies, attainment demonstrations, reasonable further progress, and maintenance plans. The 2012 AQMP will incorporate the latest scientific and technical information and planning assumptions, including the 2012 Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts.

Dr. Elaine Chang, Deputy Executive Officer of the AQMD will make a presentation to the Committee on the status of the AQMP. In her presentation she will cover some of the elements that will go into the AQMP update and answer questions from the Committee.

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Approved
Major Projects Committee

Date: July 19, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.
 MPC1207a-dab

Major Projects Committee Agenda Item
July 19, 2012
Page 2

Financial Impact: This item does not impact the adopted SANBAG budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on July 19, 2012.

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



- 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: July 19, 2012

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

Recommendation:* That the Committee recommend the Board approve the award of Contract No. C12214 to TranSystems Corporation for the preparation of Preliminary Engineering and Environmental Document (PA&ED), with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40.

Background: **This is a new agreement.** 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 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 is anticipated to be approved by the California Department of Transportation (Caltrans) in the next few months. The next step in the project development process requires the preparation of PA&ED and PS&E.

In April 2012, the Board authorized staff to release Request for Proposals (RFP) 12214 to procure the services of a consultant to prepare the PA&ED with an option for the preparation of the PS&E. The RFP was advertised on April 10,

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Approved
Major Projects Committee

Date: July 19, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

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

MPC1207b-ks

Attachment: C12214

2012, and a notice was emailed to all engineering firms registered in SANBAG's vendor database. A five-member evaluation committee (Committee) was assembled, and a two-step evaluation process was followed to select the most qualified firm in accordance with SANBAG's Contracting and Procurement Policy 11000. The Committee consisted of representatives from SANBAG, Caltrans, and the City of Colton.

On May 3, 2012, seven (7) proposals were received and were distributed to members of the Committee. Each Committee member reviewed, scored, and ranked all seven proposals based on three criteria:

1. Qualifications and related experience.
2. Proposed staffing and project organization.
3. Project understanding and approach.

On May 14, 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 four ranked firms, which are listed below in alphabetical order:

1. HNTB Corporation
2. RBF Consulting
3. T Y Lin
4. TranSystems Corporation

On May 21, 2012, the Committee interviewed the four shortlisted firms. Each firm was allotted approximately 60 minutes to make a presentation and to answer six questions related to: leadership, managerial skills, and experience of the Project Manager; understanding of the purpose and need statement of the Project; firms' work plan for the first ninety days; knowledge/experience in the processing and approval of design changes; experience in obtaining modified access approval from Caltrans and the Federal Highway Administration (FHWA); and Project Manager's experience in managing and delivering lump sum contracts. Each Committee member scored the firms based on the presentations and responses to the six questions. At the conclusion of the interview, all scores were added and verified, and TranSystems was chosen by the Committee as the top ranked firm. The Committee members determined that TranSystems is the most qualified firm to prepare the Project Report and Environmental Document for the Project, for the following main reasons:

1. The capabilities and experience of the proposed TranSystems Project Manager, including his most recent performance on other SANBAG projects.
2. The TranSystems team demonstrated better understanding and experience in managing and delivering lump sum contracts.
3. The TranSystems team demonstrated knowledge and understanding of the project issues based on recent work completed on the I-215 corridor.

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) to verify TranSystem's price. The lump sum amount of \$2,890,365.40 for the subject contract C12214 is consistent with the ICE that was completed by staff.

Staff is recommending the award of Professional Services Contract No. C12214 to TranSystems Corporation for the preparation of PA&ED and an option for the preparation of PS&E for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40. As partial security against any potential inability of TranSystems to perform, a 5% retention clause was included in Contract No. C12214. 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	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 SANBAG fiscal year 2012/2013 budget. Funding for this contract is provided under Task No. 0845. The funding source is MSI 1990-Valley Fund-Major Projects.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item and contract in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery.



CONTRACT SUMMARY SHEET

Contract No. C 12214 Amendment No. _____

By and Between

San Bernardino Associated Governments and TranSystems

Contract Description I-215 Mount Vernon-Washington, PA&ED Services with an option for PS&E

Board of Director's Meeting Date: August 1, 2012
Overview of BOD Action: Approve Professional Services Agreement C12214 with TranSystems for the preparation of PA&ED and an option for PS&E

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,890,365.40	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	2,890,365.40	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 2,890,365.40

Contract Start Date 8/1/2012	Current Contract Expiration Date 6/30/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0845</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? MSI 1990-Valley Fund-Major Projects					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
Federal, State, and Measure I					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>5</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %

<p><u>Garry Choe</u> Task Manager (Print Name)</p> <p><u>KHALIL SABA</u> Project Manager (Print Name)</p> <p><u>Jeffery Hill</u> Contracts Administrator (Print Name)</p> <p><u>WILLIAM S. WARD</u> Chief Financial Officer (Print Name)</p>	<p><u>Garry Choe</u> 7-5-12 Signature Date</p> <p><u>[Signature]</u> 7-5-12 Signature Date</p> <p><u>[Signature]</u> 7/9/12 Signature Date</p> <p><u>[Signature]</u> 7/9/12 Signature Date</p>
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7/9/12

ATTACHMENT "A"

Scope of Services

**By and between
San Bernardino County Transportation Authority**

And

TranSystems Corporation

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 TranSystems Corporation (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. 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 AUTHORITY Director of Project Delivery is Garry Cohoe.

The AUTHORITY 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.

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.

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. 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.

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

TranSystems will provide AUTHORITY with professional services required for the preparation of documents for the Project Approval and Environmental Documentation (PA/ED) Phase for the I-215/Mount Vernon-Washington Interchange Improvement Project. The duration for this scope of work is anticipated to be no more than 27 months. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

TASK 1.0 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

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

Task 1.1 – Coordination/Administration

TranSystems will provide overall execution and financial management of the project, including AUTHORITY and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting project meetings for a period of 27 months only. TranSystems will meet with affected parties; discuss/resolve issues pertinent to the analysis, design, and potential impacts of the project; and obtain direction for the study for a period of 27 months only.

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

The TranSystems Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of AUTHORITY and Caltrans. TranSystems will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the project. 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). TranSystems will prepare and distribute agendas prior to the meetings. TranSystems will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- ***Kick-off Meeting:*** TranSystems will organize and run Kick-off Meeting with Caltrans, AUTHORITY, and project stakeholders as required. TranSystems will participate in a maximum of one (1) meeting.

- **Monthly Project Development Team (PDT) Meetings:** TranSystems will organize and run monthly PDT meetings with Caltrans, AUTHORITY, and project stakeholders as required. TranSystems will participate in a maximum of 27 meetings.
- **Resource Agency Task Specific Meetings:** TranSystems will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document, including meetings with USACE, USFWS, CDFG, SBCFCD, and others as needed.
- **Technical Workshop Meetings:** TranSystems 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:** TranSystems will prepare for, coordinate and attend policy working group meetings with Caltrans, AUTHORITY and other stakeholders.

Resource Agency/Technical Workshop/Policy Working Group Meetings will be held to discuss technical issues with specific agencies. TranSystems will participate in a maximum of 27 meetings and will bring progress plans as appropriate. No special presentation materials will be prepared. Internal project team task-specific meetings will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

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

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of progress plans

Task 1.2 – Schedules/Project Controls

TranSystems 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. TranSystems 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. TranSystems will use Microsoft Project software, which adequately identifies the critical path and floats on tasks. The scheduling requirements for the project are to be considered and documented for a period of 27 months.

Fifteen (15) days after notice-to-proceed, TranSystems will prepare the Project Master Schedule (PMS) for the technical studies, IS/EA, and PR. The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the draft and final environmental documents. Caltrans will require 20 working day review periods for major

deliverables. The PMS will include:

- Project milestones and delivery of intermediate project deliverables
- Reviews for the draft and final environmental documents and intermediate project deliverables by AUTHORITY, Caltrans, and City of Colton
- Work items of agencies and other third-parties that may affect or be affected by the TranSystems team's activities.

The PMS will be prepared to include the data for the total project and the critical path will be identified. The order sequence and interdependence of significant work items will be reflected on the PMS.

The following list of tasks will be used to develop the Project Master Schedule:

- Task 1.0 – Project Management/Coordination/Administration
- Task 2.0 – Engineering Development
- Task 3.0 – Project Report Preparation
- Task 4.0 – Environmental Development

TranSystems will submit a copy of the PMS to the AUTHORITY Project Manager for review and approval and a copy to Caltrans for information.

Deliverables:

- Project Master Schedule

Task 1.3 – Progress Reports

TranSystems 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 TranSystems 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.

TranSystems will track the actual progress relative to the PMS and ensure that all significant completion dates of the project are being met.

At the end of each month, TranSystems will report the progress of the work. Progress will be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

TranSystems will submit one copy of a monthly progress report to the AUTHORITY Project Manager consisting of a written narrative and an updated bar-chart format of the PMS.

The narrative portion of the monthly progress report will describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

The initial PMS referenced in Task 1.2, as agreed to by AUTHORITY, will become the project target. The target schedule will be displayed on the updated PMS.

Deliverables:

- Monthly Progress Report
- Monthly Invoice

Task 1.4 – Quality Assurance/Quality Control Plan

TranSystems will develop, maintain and implement a Quality Management Plan. TranSystems will develop a project specific Quality Assurance/Quality Control (QA/QC) Plan for the AUTHORITY's review and approval. An independent TranSystems 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.

Deliverables:

- QA/QC Plan

Task 1.5 – Project Management Plan

TranSystems will provide a Project Management Plan (PMP) for the project. TranSystems 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:*** Developed as described under Task 1.2.
- ***Quality Management Plan:*** Developed as described under Task 1.4.
- ***Risk Management Plan:*** TranSystems will develop, maintain and implement a Risk Management Plan.

Deliverables:

- Project Management Plan including Work Plan, Project Schedules, and Quality Management Plan

TASK 2.0 – ENGINEERING DEVELOPMENT

Activities consist of the development of engineering plans to support the evaluation of the I-215/Mount Vernon-Washington Interchange Improvement Project Build Alternatives within the Draft Project Report and Draft IS/EA. Task 2 and Task 3 have been developed assuming that two build alternatives will be carried forward in the PA/ED phase, which will be reviewed and approved by Caltrans and documented in the Project Report. No additional alternatives are assumed.

Task 2.1 – Data Collection/Permit Applications

TranSystems will review information assembled and developed during the Project Initiation Document (PID) phase. TranSystems will conduct research and gather updated plans and project related information including project plans from recent and ongoing developments within the project area. TranSystems 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.

TranSystems will collect the aforementioned and other pertinent information including

encroachment permits from AUTHORITY, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. This will include the following available information, but not limited to:

- PSR/PDS for the I-215/Mount Vernon-Washington Interchange (EA 0M630K)
- Preliminary Environmental Analysis Report (PEAR) used to support the PSR/PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (AUTHORITY, Caltrans, and City of Colton)
- Aerials and photogrammetry of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- Any other information/documentation used to support the PSR/PDS
- As-Built plans from Caltrans District 8 and the City of Colton

Deliverables:

- Updated land and survey records

Task 2.2 – Field Surveys

Horizontal and Vertical Control: Horizontal and vertical control research will be conducted with Caltrans District 8 in order to obtain available horizontal and vertical control currently being utilized for various I-215 corridor projects. This Caltrans control will be the primary control utilized for the project. Additional horizontal and vertical control will be established to support the right of way base map and supplemental surveys defined herein.

Aerial Surveys and Mapping: Aerial mapping will be provided by others. No aerial mapping is included within this scope of work.

As-Built Centerline Surveys: The existing survey centerline of the Interstate 215 will be researched with Caltrans District 8. It is assumed that this centerline has been surveyed for the existing 215 corridor work and will be available for this project. This centerline will be obtained and field verified. A survey centerline alignment will be provided in a Microstation and InRoads v8 format.

Pavement Surveys: Conventional survey methods will be utilized to perform supplemental topographic and pavement surveys requested by the design team. These surveys may include the edge of pavement and concrete, top of curb, flowline, walks, striping, signs, bridge clearances and other surface visible features within the project area.

The topographic survey information will be downloaded, processed and plotted at a scale of 1"=50' and incorporated with the aerial mapping obtained. The final data will be delivered in a Microstation v8 format.

For the purposes of this cost estimate, five 8-hour 2-man field crew days has been included along with associated office and management hours.

Deliverables:

- Topographic and Centerline survey data in Microstation and InRoads v8 format

- PDF copies of survey field notes, sketches and photographs

Task 2.3 – Geometric Development

TranSystems will conduct a review of the PSR-PDS alternatives, prepare new alternatives, and facilitate the selection of the two alternatives that will be carried forward in the PA/ED phase. The TranSystems team will develop and evaluate alternatives (up to a total of six) to address the operational deficiencies of the project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, two alternatives will be carried forward for further development and analysis.

TranSystems will develop layout plans and profiles to be carried forward in the Draft PR and Draft IS/EA. Geometric layout plans will be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, and right-of-way widths will be labeled. Profiles will be developed at overcrossing locations as a component of the build alternatives carried forward in the IS/EA.

- **Typical Section Design:** TranSystems 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:** TranSystems 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. TranSystems will develop preliminary pavement delineation to aid in the analysis of the alternatives.
- **Vertical Alignment Design:** TranSystems 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.
- **Superelevation Design:** TranSystems 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:** TranSystems 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.
- **Geometric Approval Drawings (GAD):** TranSystems 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. TranSystems will complete the Final GAD for the preferred alternative only.

TranSystems will work with Caltrans, AUTHORITY, and City of Colton to obtain geometric approval of the two build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval.

It is assumed that geometrics will be prepared for two build alternatives, where the basis for these alternatives will be the alternatives presented in the approved PSR-PDS. Profiles are assumed to be provided for ramp realignments and for new overcrossings only. No mainline profiles are assumed. Grading design for each alternative will be completed. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed.

It is assumed that 26 half-size sheets (scale: 1"=100') and one full-size sheet (scale: 1"=100') will be developed for each build alternative.

Deliverables:

- Draft Geometric Approval Drawing (Full-Size, scale: 1"=100') (10 copies)
- Final Geometric Approval Drawing (Full-Size, scale: 1"=100') (10 copies)
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, Half-size, scale 1"=100') (10 copies)

Task 2.4 – Fact Sheets (Mandatory and Advisory)

TranSystems will complete the Design Information Bulletin 78 Checklist to determine document non-standard features. Fact Sheets will be prepared to document non-standard features within the two build alternatives. The consideration of non-standard features will be closely coordinated with Caltrans to assure acceptability and compliance with state and federal requirements.

The Fact Sheets will be submitted to AUTHORITY and Caltrans for review and comment.

This scope of work assumes documentation of 50 exception locations between the mandatory and advisory fact sheets. It is assumed that no supplemental fact sheets will be prepared as a part of the PA/ED phase for the project.

Deliverables:

- Design Information Bulletin (DIB) 78 Checklist
- Mandatory Fact Sheets (20 copies)
- Advisory Fact Sheets (20 copies)

Task 2.5 – Construction Staging/Traffic Handling

TranSystems will develop a construction staging concept for the two project build alternatives carried forward in the Draft and Final PR/IS/EA. The concepts will verify constructability and feasibility of traffic handling for the two 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. The TranSystems team shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. A maximum of four stages of construction is assumed for each build alternative.

Deliverables:

- Construction Staging/Traffic Handling Concepts (Half-size, scale: 1"=200')

Task 2.6 – Structures Advance Planning Studies/Structure Preliminary Geotechnical Reports

STRUCTURES ADVANCED PLANNING STUDIES

The TranSystems team will prepare structures Advance Planning Studies (APS) for the overcrossing structure alternatives and for the special retaining wall design along Mount Vernon east of I-215. TranSystems 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

The APS will be prepared in accordance with Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide and Memo to Designers guidelines and procedures. Bridge types to be evaluated include:

- Prestressed Precast Concrete Box Beams
- Prestressed Precast Concrete AASHTO Girder
- Steel built-up Beams

The task will include the preparation of preliminary structures design, preliminary architectural and aesthetics report (PAAR), preliminary quantities and estimates, and constructability review (CR) of the APS package. The APS submittal shall compare alternative design solutions and shall be based on field inspection to identify critical clearances and evaluate existing conditions.

Assumptions:

- An APS for each of the 4 bridges (one for Alt 2 and three for Alt 3) are assumed. Additional APS for special design retaining wall is assumed as Alt 2 shows realignment of Mount Vernon into the existing slope.
- Aesthetic design support is provided as part of the bridge APS submittals
- Standard railings are assumed within aesthetic budget

STRUCTURES PRELIMINARY GEOTECHNICAL REPORTS

TranSystems 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. 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

The TranSystems team will complete the following tasks: (1) collect and review available geotechnical and geological information; (2) review as-built LOTB's; (3) geotechnical assessment of foundation types; and, (4) prepare five Structure Preliminary Geotechnical Reports (SPGR's). The SPGR's for the proposed bridges will provide preliminary geotechnical and foundation information to support preliminary engineering, and the SPGR for the earth retaining walls will address the feasibility of various wall types. Corrosion assessment will be based on available information – no geotechnical investigation or laboratory testing will be conducted during the preliminary phase of the project and is not included in this scope of work.

Deliverables:

- APS
 - Plan, Elevation and Typical Section of the proposed structure
 - Advance Planning Study checklist
 - Design memo
 - Itemized cost Estimate for all bridge alternatives
 - Draft/ Final APS
- SPGR
 - Four (4) Draft and Final SPGR's for proposed bridge structures.
 - One (1) Draft and Final SPGR for special-design earth retaining walls.

Task 2.7 – Right-of-Way and Utility Identification

RIGHT-OF-WAY

The TranSystems team will analyze and research the right of way impacts of the proposed project build alternatives assessing any temporary and permanent easement and permanent fee impacts for up to (30) unique Assessor's Parcel Numbers. Up to three (3) alignment studies will be analyzed. This analysis and subsequent conclusions will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PA/ED phase of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors.

Design Review and Project Team Coordination

This task involves 3 subtasks:

1. Ascertain all relevant design plans available for review of project impacts.
2. Coordinate with PDT to review impacts and confirm impact assumptions.
3. Continue coordination with design team as new findings are revealed throughout field research phase.

Field Research

This task involves 3 subtasks:

1. Individual field agent design review of assigned parcels. Individual meetings with appropriate team management ensue, as necessary to examine impacts and potential remediation possibilities.
2. Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
3. Integration of field research into appropriate team cost estimating formats.

Property Analysis

This task involves 2 subtasks:

1. Field Agent and team Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
2. Reporting to Design Team of initial property impact conclusions. Opportunities provided to PDT for creative problem-solving either in design or property remediation strategies.

Caltrans Data Sheet Drafts

This task involves 2 subtasks:

1. Preparation of latest approved Caltrans Right of Way Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans Right of Way Manual.
2. Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

UTILITIES

TranSystems will identify utility impacts associated with the two build alternatives developed in the Draft PR. TranSystems will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Notifications will be sent to all affected utility companies to request maps for all existing and proposed underground and overhead utilities. Field reviews will be completed to confirm locations of existing facilities and potential conflicts. Potholing will be conducted for up to forty (40) utility locations, which will be surveyed upon completion. Results of map searches, field reviews, and potholing will be included on utility plans for each alternative.

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

- Compile plans, field notes, sketches, and survey and potholing results and plot all utilities on plans acceptable to Caltrans.
- 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.

The TranSystems team will meet with each utility company to verify that utilities have been plotted correctly. A preliminary determination of relocation requirements and responsibilities will be made based on franchise agreements or utility easements. Conceptual relocation plans will be developed for each alternative in order to develop relocation cost estimates and schedules. TranSystems will identify any potentially affected utilities which may be subject to the requirements of the California Public Utility Commission General Order 131-0.

Deliverables:

- Preliminary Right-of-Way Requirement Maps
- Caltrans Right of Way Data Sheets
- Supporting Right of Way Cost Estimates
- Utility Identification and Relocation Report for the build alternatives
- Utility Conflict Map for the build alternatives

Task 2.8 – Conceptual Drainage Plans

TranSystems 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. TranSystems 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. TranSystems will coordinate with other agencies regarding their plans for drainage improvements affecting the project.

Freeway, County, and City drainage systems will be reviewed and the impacts of the proposed alternatives on these facilities will be studied.

Deliverables:

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

Task 2.9 – Storm Water Data Report (SWDR)

The TranSystems team will develop a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) for the two build alternatives per the latest version of the Caltrans’ Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit. The SWDR will summarize the storm water quality issues of the project and each alternative. It is assumed that a Long Form SWDR will be prepared for this project. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the project will address temporary, permanent, and treatment BMPs for the project and each alternative.

Deliverables:

- Draft Long Form SWDR (10 copies)
- Final Long Form SWDR (10 copies)

Task 2.10 – Transportation Management Plan

TranSystems 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. The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TranSystems team will prepare the TMP for the two build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP will identify methods for minimizing project-related traffic delays and accidents by implementing effective traffic handling practices.

Deliverables:

- Transportation Management Plan

Task 2.11 – Preliminary Geotechnical Design Report (PGDR)

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

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.

The TranSystems team will complete the following tasks: (1) collect and review available geotechnical and geological information; (2) review as-built LOTB's (3) site reconnaissance to observe physical and geological conditions; (4) review aerial photographs; (5) perform preliminary assessment of embankment settlement and stability; and, (6) prepare a Preliminary Geotechnical Design Report (PGDR). Invasive geotechnical investigations (i.e. trenching, boreholes, etc.) and laboratory testing is not included in this scope of work.

Deliverables:

- Draft Preliminary Geotechnical Design Report (10 copies)
- Final Preliminary Geotechnical Design Report (10 copies and 1 original)

Task 2.12 – Preliminary Materials Report

The TranSystems team will complete the following tasks: (1) review available as-built freeway and interchange plans; (2) develop preliminary pavement structural sections; (3) prepare a Preliminary Materials Report.

Deliverables:

- Draft Preliminary Materials Report (10 copies)
- Final Preliminary Materials Report (10 copies and 1 original)

Task 2.13 – Life Cycle Cost Analysis

TranSystems will perform a Life Cycle Cost Analysis (LCCA) for various pavement alternatives in accordance with the Caltrans Life Cycle Cost Analysis Procedures Manual. Generally, Caltrans LCCA for new sections and widening will be based on 20- or 40-year designs and may consider various pavement material types in the analysis. For rehabilitation alternatives a 10-year design life will be selected. TranSystems will use truck traffic data and volumes provided by Caltrans based on their most recent traffic count study for the areas within the project limits to calculate anticipated user costs.

Ten (10) copies of the Draft and Updated Draft LCCA Reports will be provided for review and comment. Once final round comments are provided, ten (10) copies and one original of the Final LCCA Report will be prepared and provided.

Deliverables:

- Draft Life Cycle Cost Analysis Report (10 copies)
- Final Life Cycle Cost Analysis Report (10 copies and 1 original)

Task 2.14 – Cost Estimates

Based on the preliminary engineering plans and the structure cost estimates described above, PR-level cost estimates will be prepared for two alternatives. The estimates will be in Caltrans estimate format using escalation factors.

Deliverables:

- Cost Estimate for two build alternatives (included in Draft and Final PR)

Task 2.15 – Highway Planting Design Concepts

Highway planting design concepts will be prepared based on the I-215 Corridor Master Planting Plan and would comply with the Caltrans Plant Setback and Spacing Guide. Highway planting concept drawings will address mitigation planting, new planting, and replacement planting, as well as maintenance vehicle pullouts, maintenance access drives, and hardscape treatments such as rock blankets and gravels. Planting designs will use context sensitive solutions to achieve the goals of the I-215 Corridor Planting Master Plan and will take into consideration proposed treatment BMPs in order to provide a consistent and cohesive design.

A Design Intent Statement will be prepared to discuss the proposed planting concept and purpose for planting and irrigation, and would address the following topics as appropriate:

- Planting to satisfy environmental mitigation requirements.
- Replacement, restoration and rehabilitation of existing vegetation.

- Planting to discourage graffiti on noise barriers.
- Erosion control and storm water pollution prevention.
- Aesthetic integration with the surrounding environment.
- Incorporation of feedback from the local community and stakeholders.
- Compliment significant visual or scenic resources.
- Water conservation through use of drought tolerant plants.
- Irrigation system concept.

Deliverables:

- Highway Planting Concept Plan for each build alternative (Full-size, scale: 1"=200')
- Design Intent Statement

TASK 3.0 – PROJECT REPORT PREPARATION

This task will involve the preparation of the Draft and Final Project Reports and any needed engineering exhibits for the IS/EA under concurrent preparation.

Task 3.1 – Administrative Draft Project Report

TranSystems will develop the Administrative Draft Project Report (PR) documenting the engineering evaluation of the proposed alternatives in accordance with the Caltrans Project Development Procedures Manual (PDPM). The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

The Administrative Draft PR will be submitted for AUTHORITY, Caltrans, and City of Colton for review and comment.

Deliverables:

- Administrative Draft PR (50 copies)

Task 3.2 – Draft Project Report

Upon receipt of AUTHORITY, Caltrans, and City of Colton review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft Project Report to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft PR (Original and 50 copies)

Task 3.3 – Draft Modified Access Report

The Modified Access Report (MAR) will be prepared in accordance with FHWA and Caltrans guidelines to document the modification of the interchange ramps. It is assumed that the information required for the preparation of the Draft PR will be used in the development of the

Draft MAR. The only additional information assumed to be developed specifically for the Draft MAR are a safety analysis and conceptual sign plan. The Draft MAR will be submitted for AUTHORITY, Caltrans, and FHWA review and comment. FHWA will provide a Finding of Acceptability for the MAR prior to circulation of the Draft IS/EA.

Deliverables:

- Draft MAR (10 copies)
- Conceptual plans of major freeway signage supporting each alternative

Task 3.4 – Administrative Final Project Report

After circulation of the Draft IS/EA and concurrent with the preparation of the Final IS/EA, TranSystems will prepare a Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Deliverables:

- Administrative Final PR (50 copies)

Task 3.5 – Final Project Report

Upon receipt of AUTHORITY, Caltrans, and City of Colton review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to take. The resubmittal of the Final PR to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. No additional comments are assumed. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final PR (Original and 50 copies)

Task 3.6 – Final Modified Access Report

Upon receipt of AUTHORITY, Caltrans, and FHWA review comments of the MAR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to take. The resubmittal of the MAR to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. No additional comments are assumed. Once concurrence has been reached on all outstanding issues, the Final MAR will be signed by a Registered Civil Engineer and submitted to Caltrans and FHWA for final approval.

Deliverables:

- Final MAR (10 copies)

TASK 4.0 – ENVIRONMENTAL DEVELOPMENT

The activities will consist of the development of environmental studies to support the evaluation of the I-215/Mount Vernon-Washington Interchange Improvement Project's two Build Alternatives. The anticipated California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document will be a draft and final Initial Study/Environmental Assessment (IS/EA), leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI). The documents will be prepared in accordance with the Caltrans Standard

Environmental Reference (SER) and FHWA guidelines. If, throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the project may contribute to substantial public controversy, then a higher-level document would need to be prepared. The TranSystems team will coordinate with the AUTHORITY Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document.

The TranSystems team estimates preparation of two drafts of each technical study, and three drafts of the environmental document (DED) and of the final environmental document (FED). Additional review cycles resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

Task 4.1 – Mapping for Environmental Studies

The TranSystems team 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. The TranSystems team 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.

The TranSystems team will develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the TranSystems team.

Deliverables:

- Project Vicinity Map
- Project Location Map
- Project Study Map
- GIS mapping of environmental considerations/surveys consistent with Caltrans projection/coordinate system.

Task 4.2 – Public Informational Meeting

The TranSystems team will support the AUTHORITY Public Outreach Coordinator, Caltrans, and other Project Development Team (PDT) members to assist with providing an informational meeting and the appropriate public notices. Although not required for an IS/EA, to achieve a meaningful and constructive relationship with the local community, a preliminary public informational meeting will be held to answer initial questions from stakeholders and interested parties and introduce the project alternatives. The TranSystems team will support AUTHORITY's

public outreach in the preparation of the public notice for the informational meeting. It is assumed that AUTHORITY shall advertise it in a widely circulated newspaper and in a local Spanish newspaper. The TranSystems team shall coordinate with AUTHORITY and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). It is assumed that AUTHORITY will serve as the main point of contact with interested parties during the informational meeting process.

Deliverables:

- Public Notices for the Informational Meeting (preparation support)
- Agency letters/notifications
- Recap Report for Informational Meeting

Task 4.3 – Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance with the most current Caltrans Standard Environmental Reference (SER) and FHWA guidelines. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans' SER. The TranSystems team shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

Task 4.3.1 – Area of Potential Effects (APE) Map

In consultation with Caltrans, the TranSystems team will develop an Area of Potential Effects (APE) map. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project. This proposal provides budget to prepare an APE map based on the first set of engineering plans provided. If engineering plans change once the APE map has been completed, a budget augment may be necessary. In addition, the budget anticipates no more than one in-person meeting with Caltrans staff regarding the APE map. This map will be reviewed by the AUTHORITY, if required, revised per their comments, and submitted to Caltrans for approval and signatures in conjunction with the Historic Property Survey Report (HPSR).

Deliverables:

- Draft and Final APE map for the Project (10 copies each)
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

Task 4.3.2 – Preliminary/Baseline Traffic Analysis

This task will establish the traffic forecasts to be used in the analysis. With an anticipated project opening date of 2020 and the requirement to analyze conditions at least 20 years after opening, a forecast year of 2040 will be used. A Traffic Forecasting and Analysis Methodology

Memorandum will be prepared to document the development of forecast volumes, transportation system assumptions and traffic analysis techniques that will be applied in the operational analysis. The methodology memorandum will be presented to AUTHORITY, Caltrans, and the City of Colton for concurrence prior to initiation of travel demand forecasting or operational analysis work tasks.

Concurrent with the development of the methodology framework, a data collection plan will be developed which will include existing traffic count data for all study area intersections and arterial segments. Morning and evening peak period traffic counts will be conducted at study area intersections and 24-hour counts will be conducted for arterial segments. Count data for I-215 will be collected through PeMS and Caltrans count data sources. Field work will confirm circulation system geometry including lane widths and turn pocket storage lengths. Signal phasing and timing information will be obtained from responsible jurisdictions.

For the accident analysis section of the traffic study, the most recent three year accident history by type, as well as the comparable breakdown of the statewide average accident rates for similar facilities will be compiled (e.g., TASAS table B, C, and C[wet] data). Coordination with the Caltrans Traffic Studies/Safety branch will be carried out to obtain the necessary information.

Upon approval of the forecasting methodology, future forecasts will be prepared for the opening year (2020), which will address the requirements and study area for the Modified Access Report (MAR), and design year (2040) for No Build and the two build alternatives. The Traffic Forecast Volumes Report will include an Executive Summary and methodology used to develop future demand volumes; Average Daily Traffic (ADT) volumes for freeway mainline, ramps and roadway segments; AM/PM peak hour volumes for freeway mainlines, ramps, weaving sections, and intersections. Calculations of existing, design year No Build and design year Build vehicle miles travelled (VMT) and vehicles hours travelled (VHT) will be included for environmental analyses.

Deliverables:

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

Task 4.3.3 – Traffic Impact/Circulation Study

This task will analyze the potential impacts or beneficial effects of the build alternatives versus the No-Build throughout the study area. Levels of service will be prepared and summarized for ramp and local street intersections, arterial segments, ramps, mainline segments, merge/diverge locations and weave sections on I-215 adjacent to the Mount Vernon-Washington interchange. Operational analyses will be completed for existing conditions, opening year (2020) and design year (2040) for No Build and the two build alternatives. Based on the Caltrans Memorandum dated July 28, 2011 from Kelly Dunlap regarding the Sunnyvale West Neighborhood Association et al v. City of Sunnyvale, this scope of work assumes that the baseline conditions are the existing physical conditions in the affected project area as they exist at the time of environmental analysis. No “existing plus project” scenario will be modeled.

In order to allow for the evaluation of vehicle platoons and impacts of upstream and downstream intersections, Synchro analysis will be conducted for the existing, 2020 and 2040 conditions. The network will address the requirements of the MAR, be reviewed with City and Caltrans staff and

updated as appropriate to reflect current and projected future conditions. Caltrans and the City of Colton level of service standards will define operational standards for the circulation system. Intersection queuing analysis including ramp intersections will be performed along with LOS summaries and be presented in graphical and tabular format as appropriate. The queue length summaries will be presented for all turn pockets throughout the study area to evaluate potential turn storage impacts to through traffic.

The draft report will define project related impacts and recommend appropriate mitigation measures if necessary. The report will include an executive summary that summarizes the project alternatives and system operating characteristics under the existing, opening year and design year timeframes. The executive summary will serve as the basis for the circulation section of the Environmental Document. The draft report will be presented to the AUTHORITY, Caltrans, and the City, and comments incorporated into a final report that will be incorporated into the Environmental Document as appropriate. The Traffic Forecast Volumes Report will be incorporated into the Traffic/Circulation Impact Report.

Deliverables:

- Draft and Final Traffic/Circulation Impact Report for the Project (10 copies of draft, 10 copies of final, original of final)

Task 4.3.4 – Water Quality Assessment Report (WQAR)

The TranSystems team will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Water Quality Assessment Report (10 copies of draft, 10 copies of final, original of final)

Task 4.3.5 – Floodplain Evaluation Report

The TranSystems team will perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. The TranSystems team 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.

The TranSystems team will prepare a Summary Floodplain Encroachment Report based on a Location Hydraulic Study. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with existing watershed and floodplain management programs. The report will discuss potential

impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Deliverables:

- Draft and Final Floodplain Evaluation Report (10 copies of draft, 10 copies of final, original of final)

Task 4.3.6 – Location Hydraulic Study

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. This effort includes the following tasks:

Research and Data Collection: Research the available FEMA floodplain data, San Bernardino County Flood Control, City of Colton, and US Army Corps of Engineers data to identify any potential encroachments into existing mapped floodplains. This task includes requesting FEMA back-up technical data for the mapped floodplains. The task also includes field review of all culvert crossings. FEMA back-up data fees to be paid by AUTHORITY.

Base Map Preparation: Based on the results of Research and Data Collection, overlay the FEMA floodplain and any other available floodplain data on the project base maps. Determine locations of longitudinal encroachment on the mapped floodplains.

Alternatives Analysis: Prepare alternatives analysis for 2 alternatives which will be evaluated based on:

1. the risk associated with implementation of the action
2. the impacts on natural and beneficial floodplain values
3. the support of probable incompatible floodplain development
4. the measures to minimize floodplain impacts associated with the action
5. the measures to restore and preserve the natural and beneficial floodplain values impacted by the action
6. the practicability of alternative to any significant encroachment
7. the practicability of alternatives to any longitudinal encroachment.

Location Hydraulic Study: Prepare a Location Hydraulics Study summarizing Tasks 1-3. The Location Hydraulics Study will determine if there is a significant encroachment or impact to the base flooding. Also, Caltrans requires that there be no increases in Base Flood Elevations (BFEs) in areas with floodways.

Hydraulic Modeling Proposed Project: In order to better identify potential impacts to the

floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments. This task assumes base modeling is available from FEMA, SBCFCD, or US Army Corps of Engineers.

Deliverables:

- Draft/Final Location Hydraulic Study (Included as part of the Floodplain Evaluation Report)

Task 4.3.7 – Noise Study Report (NSR)

The TranSystems team 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 no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks to be completed 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. Photographs of all noise meter locations will be included in the report. 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. 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 modeled 2040 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic capacity is assumed to be 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.

Deliverables:

- Draft/Final NSR for the Project (10 copies of draft, 10 copies of final, original of final)

Task 4.3.8 – Noise Abatement Decision Report (NADR)

The TranSystems team 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, the TranSystems team will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by AUTHORITY and Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to homeowners during the public review period for the ED.

A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls.

Deliverables:

- Draft/Final Traffic Noise Abatement Decision Report (10 copies of draft, 10 copies of final, original of final)
- Draft and Final Soundwall Survey Summary (10 copies of draft, 10 copies of final, and original of final)

Task 4.3.9 – Community Impact Assessment (CIA)

The TranSystems team will complete the Community Impact Assessment in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks to be completed 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.
- Identify any potential Section 4(f) resources in the project vicinity and analyze any impacts.
- 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, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, 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.

Deliverables:

- Draft and Final Community Impact Assessment (10 copies of draft, 10 copies of final, original of final)

Task 4.3.10 – Visual Impact Assessment (VIA)

The TranSystems team 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. The TranSystems team will coordinate with the AUTHORITY and Caltrans to determine the locations of viewpoints. The TranSystems team 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 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 viewpoints, showing existing versus build conditions.

Deliverables:

- Draft and Final Visual Impact Assessment (10 copies of draft, 10 copies of final, original of final)

Task 4.3.11 – Air Quality Analysis

The TranSystems team 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. The TranSystems team will also conduct all required interagency coordination as part of the local and regional air quality conformity determination. In addition, the TranSystems team will prepare an air quality conformity report to be submitted to FHWA for review and approval. Tasks to be completed 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 Build/Build comparisons for year of opening and applicable horizon year.
- Conduct CO hot spot analysis for selected sensitive receptor locations (assume 20 locations based on the size and scope of this interchange project); tabulate results for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conduct qualitative analysis for PM₁₀ 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 guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Prepare an air quality impact section for inclusion in the environmental document.

The Air Quality Analysis will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. A Climate Change section will be included consistent with the Caltrans SER.

The TranSystems team will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives.

The TranSystems team will prepare a qualitative particulate matter (PM) hot-spot analysis to be submitted to and reviewed by the Southern California Association of Governments' (SCAG) Transportation Conformity Working Group (TCWG). Coordination with EPA, Caltrans, and FHWA through SCAG's TCWG will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the South Coast Air Basin (SCAB).

The TranSystems team will calculate the regional mobile source air toxics (MSAT) and criteria pollutant emissions for the existing, opening year, and build-out year conditions for the no build and each of the build alternatives.

The Air Quality Analysis will document whether the proposed project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/ environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Deliverables:

- Draft and Final Air Quality Analysis (10 copies of draft, 10 copies of final, original of final)
- Completed TCWG Interagency Form

Task 4.3.12 – Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

All tasks will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology (Revised February 2012); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995 and 2010)

The tasks that will be completed under the Paleontology Resources Scope are as follows:

Locality Search. The TranSystems team will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained at the TranSystems team. All information will be summarized in the Paleontological Investigation Report (PIR).

- **Field Survey.** Depending on the results of the locality search, the TranSystems team will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** The TranSystems team will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** The TranSystems team will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department’s legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present.

Deliverables:

- Draft/Final Combined PIR/PER (10 copies of draft, 10 copies of final, original of final)

Task 4.3.13 – Historic Property Survey Report

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.

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and 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 (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, the TranSystems team will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. The TranSystems team will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. The TranSystems team will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, the TranSystems team will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. The TranSystems team will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. The TranSystems team stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources based on the work completed in the PEAR.

Field Surveys. The TranSystems team will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, the budget will be adjusted accordingly.

Historic Property Survey Report (HPSR). The TranSystems team will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). The TranSystems team will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). The TranSystems team will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Assumption:

The TranSystems team stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Deliverables:

- Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historical Resources Evaluation Report (HRER), if necessary, and supporting documents (10 copies of draft, 10 copies of final, original of final)
- Interested Party consultation letters
- Native American Coordination Documented in the HPSR and ASR

Task 4.3.14 – Initial Site Assessment (ISA)

The TranSystems team will conduct a hazardous waste initial site assessment (ISA) of the two 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 project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environment following construction, and possible legal or logistical implications associated with contaminated sites along the corridor. The TranSystems team will prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. Tasks to be completed 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. The TranSystems team 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), the TranSystems team will evaluate potential impact to the project

and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.

Deliverables:

- Initial Site Assessment (5 copies of draft, 5 copies of final)

Task 4.3.15 – Aerially Deposited Lead (ADL)

The TranSystems team 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. The TranSystems team will utilize an in-house Health and Safety Plan and submit a Work Plan detailing field activities to be approved by Caltrans 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.

Deliverables:

- ADL Work Plan (electronic copy)
- ADL Report (5 copies of draft, 5 copies of final)

Task 4.3.16 – Bridge Asbestos and Lead Studies

The TranSystems team will investigate the existing Washington Street OC 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. The TranSystems team 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, the TranSystems team 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.

Assumptions:

- Asbestos Work Plan Bridge component asbestos sampling testing (including concrete core samples)
- LBP sampling with XRF of bridge structure

- No sampling of LBP road lines or markings outside of bridge limits

Deliverables:

- Asbestos Work Plan (electronic copy)
- Lead Based Paint Work Plan (electronic copy)
- Asbestos Report (5 copies of draft, 5 copies of final)
- Lead Based Paint Report (5 copies of draft, 5 copies of final)

Task 4.3.17 – Preliminary Site Investigation for Hazardous Waste

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. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (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.

For this scope, it is assumed that two sites will require a PSI based on the ISA checklist previously prepared which identified two LUST sites on the project site within the footprints of the build alternatives.

A geophysical survey will be utilized to clear the site of subsurface hazards prior to sample collection activities. The survey will include Ground Penetrating Radar (GPR), along with other electromagnetic (EM) methods to identify potential subsurface hazards.

Soil and/or groundwater sampling will be conducted with direct push or hollow stem auger drilling systems. The sampling activities will be used to collect subsurface soil and groundwater samples and to assess the soil lithology and hydrogeology. The soil samples will be analyzed by an offsite State of California Certified laboratory for chemicals of concern.

The specific scope of the Preliminary Site Investigation includes the following:

- Preparation of a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an attempt to identify underground utilities and other features in the vicinity of proposed boring locations.
- Conduct a PSI (limited Phase II ESA) at two sites. It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.

The scope for each site will include:

- Advance up to four (4) Direct Push Technology (DPT) soil borings (at each property) to a maximum depth of 40 feet and collect soil samples in. If groundwater is encountered, a

grab groundwater sample will be obtained from each probe location.

- Analyze up to thirty-two (32) soil and eight (8) groundwater samples (at each property) for the following analysis at a State of California Certified Laboratory:
 - TPH gasoline, fuel oxygenates and VOCs EPA test method 8260B
 - Extractable TPH (carbon chain: C12-C40) EPA test method 8015B
 - California Assessment Metals (CAM 17) EPA test method 6010B
 - Semi-Volatile Organic compounds EPA test method 8270
- The same protocols followed for the DSI for sample preservation, decontamination, and analysis will be followed for the PSI.
- The results of the proposed PSI for the two sites will be detailed in two reports for the client review (one report for each site). It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:
 - Summary of field activities;
 - Description of boring and sample locations;
 - Tabulated results of analysis;
 - Conclusions and recommendations;
 - Sample location maps;
 - Boring logs; and,
 - Copies of laboratory analytical reports.

Deliverables:

- PSI Workplan
- PSI Report (10 copies of draft, 10 copies of final)

Task 4.3.18 – Jurisdictional Delineation (JD)

As part of the delineation preparation, JD forms or Preliminary JD forms will be prepared by the TranSystems team and submitted for agency review.

The TranSystems team will ensure that the wetland delineation is approved through the AUTHORITY and 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, vegetation, 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

Task 4.3.19 – Natural Environment Study (Minimal Impacts) (NESMI)

The biological resources technical study, referred to as the Natural Environment Study (Minimal Impacts) or NESMI, will be prepared and includes the following subtasks:

Literature and Database Search. The TranSystems team will determine the existence or potential occurrence of sensitive plant and animal species within and in the vicinity of the project area (where such species could be affected by project activities or where protocol surveys need to be extended within limits agreed upon by any regulatory agency). The TranSystems team will accomplish this by conducting a review of federal and state lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Game [CDFG], 2012), the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner et al. 2012), and other available environmental reports.

USFWS Listed/Sensitive Species Coordination Letter. In accordance with Caltrans guidelines, the TranSystems team will prepare a letter for Caltrans to submit to the U.S. Fish and Wildlife Service (USFWS) requesting a list of threatened and endangered species known from the project area. The results of the records search will be summarized in a table and included in the NESMI including any critical habitats that have the potential to be affected by the proposed project.

Prepare NESMI Report. The TranSystems team will prepare an NESMI report suitable for use in NEPA and CEQA review. The report will be prepared in accordance with the current template posted on the Caltrans SER website. The NESMI standard format will be modified to accommodate the discussion of designated critical habitat. The NESMI will contain the following details:

- A preliminary list of sensitive elements that may be affected by the project. The list will be developed from literature sources (i.e., California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other environmental reports) and through coordination with resource agencies.
- A list of species and critical habitats potentially affected by the project based on a request letter to the USFWS.
- Assessment of habitat conditions to determine if focused surveys will be required for sensitive species requiring surveys under the MSHCP or for CEQA purposes.
- Biological inventory, description of biological resources, habitat and sensitive species location maps, assessment of migration corridors, survey methodologies, results of presence/absence surveys, potential wetlands/waters of the U.S./streambeds of the CDFG, maps, tables, photographs, and appendices.
- Determination of project impacts to biological resources and potential mitigation measures for project team's review using the results of the literature review, field surveys, and agency coordination.
- The TranSystems team will identify appropriate mitigation measures. Mitigation requirements will be preapproved by the project team prior to incorporating such mitigation into the draft and final NESMI.

Burrowing Owl Focused Surveys. A focused survey will be conducted in accordance with the

Burrowing Owl Consortium Survey Protocol and Mitigation Guidelines (1997).

The TranSystems team will prepare a final report documenting the focused survey results which will be included in the NESMI.

Bat Focused Surveys. The TranSystems team will conduct a bat assessment at culvert and bridge structures in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified consultant biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. If bats are present, efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NESMI. If the daytime HSA determines that the bridge structure contains suitable habitat for nighttime roosting bat, a nighttime bat survey will be required. A bat survey will consist of 1–2 nighttime surveys to be conducted during the summer months to verify occupancy and to determine the numbers and species present. Acoustic and visual techniques will be used during nighttime surveys and vocalizations of bats present will be recorded. The results of the nighttime bat surveys will be documented in a letter report that will include a species list and graphics (if applicable).

Deliverables:

- Draft and Final NESMI

Task 4.3.20 – Draft Relocation Impact Report (DRIR)

The TranSystems team 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 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.

Deliverables:

- DRIS for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

Task 4.4 – Screen-check Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)

The TranSystems team 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 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.
- Resolve any additional comments in a workshop setting

Resource Agency Permit Related Coordination: The TranSystems team will prepare for and conduct meetings to initiate, establish and maintain communication with the resource agencies in consultation with the AUTHORITY and Caltrans. These meetings will confirm the scope and obtain concurrence of relevant technical studies. The TranSystems team will prepare and distribute pre-meeting materials, which may consist of a meeting invitation notice, meeting agenda, and a project description. The TranSystems team will prepare meeting exhibits for each meeting. The TranSystems team will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 permit and Section 1602 Agreement. The TranSystems team 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 TranSystems team 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:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet.
- Pre-meeting materials (Agenda, sign-up sheet, project descriptions)
- Meeting exhibits
- Agency meeting minutes file
- Identify applicable construction permits

Task 4.5 – Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)

Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

- Submit the Draft IS/EA to Caltrans D-8 for approval to circulate (1 hardcopy and 1 CD ROM).

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, the TranSystems team 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 TranSystems team include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to AUTHORITY and Caltrans for approval and signatures.

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. The TranSystems team 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, the TranSystems team 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. The CTC has to review all projects that receive State highway funds. The TranSystems team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by the TranSystems team include:

- Publish up to 50 hard copies of the Draft IS/EA, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA
- Submit a NOC and CDs 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 AUTHORITY and Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- Maintain and update the distribution and invitation lists throughout the environmental review process.

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.
- Approved Circulation Draft IS/EA

- 50 hard copies of the Draft IS/EA with technical studies on CD
- 200 copies of CD ROM containing electronic files of the Draft IS/EA Updates to Master Distribution/Invitation Lists

Task 4.6 – Public Hearing and Public Outreach Support

Under the direction of the AUTHORITY and Caltrans, the TranSystems team 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. The TranSystems team will provide logistical support for each meeting, including preparation of meeting notices, advertisements, site coordination and planning, sign-in sheets, and staff (bilingual). The TranSystems team 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. The TranSystems team 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 the AUTHORITY and Caltrans for approval prior to the public meeting. The TranSystems team 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 4.7 – Prepare Response-to-Comments Matrix

The TranSystems team 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. This scope of work and cost estimate is based on receiving a moderate number of comments (no more than 150 comment letters).

Deliverables:

- Response to Comments Matrix (10 copies)

Task 4.8 – Screencheck Anticipated Final MND/FONSI

The TranSystems team will participate in a workshop to be arranged by the AUTHORITY, Caltrans, and PDT members to evaluate all factors important to the identification of the preferred alternative. The TranSystems team will prepare the Preferred Alternative Section for inclusion in the Final IS/EA outlining the steps undertaken to reach the conclusion.

The TranSystems team will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on the TranSystems team QA/QC

procedures and Caltrans QA/QC procedures, including the 5-step NEPA QC process.

Deliverables:

- Preferred Alternative identification
- Quality Assurance/Quality Control documentation

Task 4.9 – Final Anticipated MND/FONSI

The TranSystems team will update the Draft Environmental Document to identify the rationale for selection of the Preferred Alternative, including work on the Final Environmental Document (FED). The TranSystems team will complete formal and informal review of FED including all required quality control reviews. The FED will be submitted to Caltrans D-8 for review. Comments will be resolved in a workshop setting as necessary.

- ***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. The TranSystems team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC.

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. The TranSystems team 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:

- Approved ECR
- Draft Final IS/EA (Up to 10 hardcopies and 10 CD ROMs)
- Final IS/EA (Up to 20 hardcopies and 20 CD ROMs)
- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) - FONSI

Task 4.10 – Final Relocation Impact Document

The TranSystems team will prepare the Final Relocation Impact Statement (FRIS) in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the IS/EA .

The FRIS shall summarize the potential displacement of adjacent commercial/ businesses/ residential properties, and include a discussion of the impacts to these businesses/properties as a result of the Preferred Alternative. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this study.

Deliverables:

- FRIS for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

Task 4.11 – Air Quality Conformity Report

The TranSystems team will prepare the “Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas” required for NEPA delegation. FHWA approval of the Conformity Report and Checklist is required prior to approval of the Final IS/EA.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Final Air Quality Conformity Report and Checklist
- Air Quality Conformity Report (10 copies)

Task 4.12 – Mitigation, Monitoring, and Reporting Record (MMRR)

The TranSystems team will develop an MMRR/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 MMRR/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.

Deliverables:

- Mitigation Monitoring and Reporting Record (MMRR)/ECR in Microsoft Excel format including all mitigation measures outlined in the anticipated Final MND/FONSI.

All scope items are subject to the following assumptions:

- It is assumed that two build alternatives will be carried forward in the PA/ED phase. No additional alternatives are assumed.
- The number of copies assumed to be required by Caltrans for each deliverable has been included. Any additional copies will be considered out of scope.

ATTACHMENT B
PRICE FORM (Fixed Price)

C12214

TASK NO.	TASK DESCRIPTION	LUMP SUM
1.0	Project Management/Coordination/Administration	\$381,062.49
2.0	Engineering Development	\$1,221,145.60
3.0	Project Report Preparation	\$305,412.44
4.0	Environmental Development	\$982,744.87
TOTAL LUMP SUM AMOUNT		\$2,890,365.40

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

TranSystems Corporation

Signature of Authorized Person

Date



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

Minute Action

AGENDA ITEM: 6

Date: July 19, 2012

Subject: Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Utility Easement

Recommendation:* That the Committee recommend the Board approve Joint Use Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of an existing gas line within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure for a not-to-exceed amount of \$20,000.

Background: **This is a new Agreement.** In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. The Environmental Document for the Project was approved in April 2011, and right-of-way (ROW) activities are nearing completion. In addition to the acquisition of partial takes, permanent easements, and temporary construction easements, the Project requires the relocation of a number of existing utilities.

In March 2011, the Board approved ROW Cooperative Agreement No. C11090 with the California Department of Transportation (Caltrans) for the ROW phase of the I-215 Bi-County HOV Gap Closure Project. Under Agreement No. C11090, SANBAG is the lead agency for the ROW phase and is responsible for 100% of the cost, including the cost for relocating existing utilities that are in conflict with the Project.

*

Approved
Major Projects Committee

Date: July 19, 2012

Moved: _____ Second: _____

In Favor: . Opposed: . Abstained:

Witnessed:

COG	CTC	X	CTA	SAFE	CMA
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The Project design team has identified an existing 12” High Pressure (HP) Southern California Gas main which is in conflict with the Project. This 12” HP gas main must be abandoned and replaced with a new 12” HP Gas line that would be installed along La Cadena Drive within the City of Colton right-of-way. Accordingly, an easement from the City of Colton will be needed before the relocation of the 12” HP main can take place.

Overland, Pacific & Cutler, Inc (OPC), acting as SANBAG’ ROW Consultant has completed an appraisal for the new utility easement along La Cadena Drive and has prepared the required documentation to purchase said easement. A copy of the appraisal report is on file with the Director of Project Delivery. The total cost, which includes the easement interest and administrative costs, is estimated at twenty thousand dollars (\$20,000).

Staff is recommending that the Board approve Cooperative Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of 12” HP existing gas line within the boundaries of the I-215 Bi-County HOV Gap Closure, for a not-to-exceed amount of \$20,000.

Under the subject agreement C13009, the Gas Company will be responsible for the abandonment of the existing gas main and the installation of the new gas line; the City of Colton will grant easement rights to the Gas Company; and SANBAG will cover the cost of the easement, including all administrative costs. Timely installation of the new gas line is critical to maintaining the current Project schedule which is summarized in Table 1 below:

Table 1

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

Financial Impact: This item is consistent with the adopted SANBAG fiscal year 2012/2013 budget. Funding is provided under Task Number No. 0839. The funding source is Congestion Mitigation & Air Quality.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item and agreement in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 13009 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Colton and Gas Company

Contract Description I-215 Bi-County HOV Project – Joint Use Agreement for a Utility Easement.

Board of Director's Meeting Date: August 1, 2012	
Overview of BOD Action: Approve Joint Use Agreement C13009 between SANBAG, City of Colton, and Southern California Gas Company.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	20,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	20,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 20,000

Contract Start Date 8/1/2012	Current Contract Expiration Date Upon payment of obligation	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0839</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? CMAQ & MSI Valley Fund-Freeway Projects					
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
Federal & MSI Valley Fund-Freeway Projects					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

<p><u>Garry Cohoe</u> Task Manager (Print Name)</p> <p><u>KHALIL SABA</u> Project Manager (Print Name)</p> <p><u>Jeffery Hill</u> Contracts Administrator (Print Name)</p> <p><u>WILIAM S. MORALES</u> Chief Financial Officer (Print Name)</p>	<p><u>[Signature]</u> 7-2-12 Signature Date</p> <p><u>[Signature]</u> 6-28-12 Signature Date</p> <p><u>[Signature]</u> 7/9/12 Signature Date</p> <p><u>[Signature]</u> 7/9/12 Signature Date</p>
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MUC
7/9/12

Recording Requested by and
when recorded mail to:

Southern California Gas Company
555 W. 5th St., GT 11 A1
Los Angeles, CA 90013-1011
Attn.: Land & Right of Way

Atlas #:	<u>COL 61 & SBD 26</u>	DOCUMENTARY TRANSFER TAX \$	_____
APN:	<u>N/A</u>	_____	Computed on full value of property conveyed
		_____	Computed on full value less liens and encumbrances remaining at time of sale
R.W. Number	<u>259,281</u>	_____	Southern California Gas Company

**JOINT USE AGREEMENT
C13009**

THIS JOINT USE AGREEMENT ("Agreement") is entered into this ___ day of _____, 2012, between SOUTHERN CALIFORNIA GAS COMPANY, a California corporation hereinafter called "Owner", the CITY OF COLTON, a municipal corporation of the State of California, hereinafter called "City" and SAN BERNARDINO ASSOCIATED GOVERNMENTS, hereinafter called "SANBAG", collectively hereinafter called "Parties",

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement", and described as follows:

Right of Way recorded November 9, 1948 in Book 2318 at Page 390, Official Records in San Bernardino County, California; Right of Way recorded October 9, 1948 in Book 2304 at Page 284, Official Records in San Bernardino County, California; Right of Way recorded March 27, 1958 in Book 4470 at Page 299, Official Records in San Bernardino County, California; Right of Way recorded January 21, 1952 in Book 2884 at Page 377, Official Records in San Bernardino County, California; and Right of Way recorded April 4, 1958 in Book 4476 at Page 498, Official Records in San Bernardino County, California and Deed recorded May 1, 1973 in Book 8173 at Page 1495, Official Records in San Bernardino County, California; and

WHEREAS, City has acquired certain lands for public street purposes within the City of Colton, County of San Bernardino, commonly known as S La Cadena Avenue, also known as Colton Avenue and De Berry Street as shown and depicted by Tract Map No. 190, Alfred Acres, as recorded in Book 27 at Page 35 in the Official Records of San Bernardino County, California, and Rosedale Tract as recorded in Book 12 at Page 41 in in the Official Records of San Bernardino County, California, hereinafter referred to as "public right of way", which public right of way is subject to Owner's easement; and

WHEREAS, Owner's facilities within the private right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of the highway and City desires to eliminate such interference or obstruction.

NOW, THEREFORE, the Parties agree as follows:

1. The location of Owner's natural gas line as it now lies within the private right of way is hereby changed to the strip of land within the public right of way that is hereinafter referred to as the "new location", which location is depicted on EXHIBIT A attached hereto and incorporated herein.
2. Owner shall rearrange, relocate or reconstruct within the new location all of its facilities now installed pursuant to Owner's easement within the public right of way and Owner does hereby surrender and quitclaim to the underlying property owner all of Owner's right, title and interest under and by virtue of Owner's easement in the old location within the private right of way, which location being quitclaimed is more fully described and depicted in Exhibit B attached hereto and incorporated herein, and not included in the new location. Owner hereby consents to the construction, reconstruction, maintenance of use by City of a public street over, along and upon Owner's easement in the new location within the public right of way subject to the terms and conditions herein contained.
3. City acknowledges Owner's easement in the old location and that Owner's interest in the new location shall be prior in time and superior to those of City except as otherwise provided by this Agreement. Owner has and reserves the right and non-exclusive easement to use, in common with the public's use of the public right-of-way the new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from City except with respect to any work in the public right-of-way. Except in emergencies, Owner shall apply for a no-fee permit from the City before performing any work on Owner's facilities in the new location where such work will be performed in, on or over the traveled way or improved shoulders of the public street or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public and any existing City facilities.
4. In the event that the future use of the public right of way at any time necessitates a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in the new location, the City shall notify Owner in writing of such necessity and agrees to reimburse Owner for its reasonable costs incurred in complying with such notice. Owner shall provide City with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by City, Owner shall promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner agrees to make adequate provisions for the protection of the traveling public and existing City facilities when performing such work. No further permit or permission from City for such rearrangement shall be required except as required herein and City shall (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Owners' facilities within the public right of way, (2) provide executed document(s) granting to Owner good and sufficient easement to any City property outside of the public right of way if necessary and available to replace Owner's easement or any part thereof, and (3) reimburse Owner for any reasonable costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement. Owner shall use its reasonable good faith efforts to minimize the need for new easement(s), either through design or other non-monetary means.
5. Except as expressly set forth herein, this Agreement does not in any way alter, modify or terminate any provision of Owner's easement. Both City and Owner shall use the new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Owner in such a manner as to cause an unreasonable interference with the use of the new location by the other party.
6. SANBAG agrees to compensate the City the value of the easement in the new location to be conveyed to Owner based upon a fair market valuation study. Further, SANBAG agrees to reimburse the City for their administrative costs to process the conveyance and coordinate the relocation of the Owner's facilities within the public right-of-way. The total amount of SANBAG's contribution which includes the easement in the new location and administrative costs shall not

exceed twenty thousand dollars (\$20,000) without the prior written approval from SANBAG. Other than the payment of compensation and costs outlined in this paragraph, SANBAG shall have no other obligations by virtue of this agreement.

7. Owner shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, suits, causes of action, costs, expenses, judgments, decrees, awards, liability, loss, damage or injury of any kind, including all third party claims, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Owner, its directors, officials, officers, employees, volunteers and agents in connection with or due to the Owner's rearrangement, relocation, reconstruction, construction, use, maintenance, installation or operation of the existing Owner's facilities in, over, under, across, along, and upon the new location, except as otherwise provided herein or caused by City's own fault or negligence.
8. City shall defend, indemnify and hold the Owner, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, suits, causes of action, costs, expenses, judgments, decrees, awards, liability, loss, damage or injury of any kind, including all third party claims, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of City, its directors, officials, officers, employees, volunteers and agents in connection with or due to the City's rearrangement, relocation, reconstruction, construction, use, maintenance, installation or operation of any City facilities in, over, under, across, along, and upon the new location, except as otherwise provided herein or caused by Owner's own fault or negligence.
9. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by the respective officials thereunto duly authorized.

CITY OF Colton:
a California Municipal Corporation

OWNER: Southern California Gas Company

By _____
Sarah S. Zamora, Mayor

Andrew I. Thompson
Land & Right of Way Supervisor
Southern California Gas Company

APPROVED AS TO FORM:

City Attorney
City of Colton

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SANBAG):**

APPROVED

By _____
Janice Rutherford
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

Date: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

On _____, 2012 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

On _____, 2012 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____



- 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: July 19, 2012

Subject: Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle Gap Closure and the Newport Road Overcrossing Project

Recommendation:* That the Committee recommend the Board authorize payment to the Riverside-Corona Resource Conservation District (RCRCD) for mitigation requirements of the US Army Corps of Engineers (ACOE) Section 404 Nationwide Permit, the California Department of Fish and Game (CDFG) Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed the aggregate total of \$157,122.

Background: In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. It also includes the re-construction of the Newport Road Overcrossing.

Early in 2012, State and Federal waters permits were issued for the Project which included: ACOE 404 Nationwide Permit, CDFG Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401

*

Approved
Major Projects Committee

Date: July 19, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

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

Water Quality Certification. The permits require that certain mitigation measures be taken by SANBAG prior to the start of construction activities. These mitigation measures include:

1. The purchase of 0.36 acres of credits to mitigate for permanent and temporary impacts to 0.213 acre of wetland waters of the U.S.
2. Providing sufficient funds to a local habitat conservation entity, such as RCRCO, for the restoration of 1.40 acres of stream and riparian habitat within a tributary to the Santa Ana Watershed.
3. Providing sufficient funds for the removal of 0.03 acres of nonnative plants within the Santa Ana Watershed.

Staff is recommending that the Board authorize payment to RCRCO for mitigation requirements of the ACOE Section 404 Nationwide Permit, CDFG Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed \$144,122. In addition to the purchase of the mitigation credit requirements, RCRCO is also requesting \$13,000 to prepare a Habitat Mitigation and Monitoring Plan (HMMP) and to delineation the mitigation site which are required by ACOE. Timely payment of these mitigation fees is critical to the start of construction and to maintaining the current Project schedule which is summarized in Table 1 below:

Table 1

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

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget. Funding is provided under Task Number No. 0839. The funding source is Congestion Mitigation & Air Quality.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 8

Date: July 19, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding,

*

Approved

Major Projects Committee

Date: July 19, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

MPC1207g-das

Attachments: MPC1207g1-das; MPC1207g2-das

LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique & Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos.

Background: SANBAG, in conjunction with Caltrans is proceeding with the right of way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011 Board meeting and was amended at the March 7, 2012 Board meeting. In this agreement SANBAG is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement commits up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on 15 parcels for an aggregate not-to-exceed amount of \$3,000,000 and at the July 11, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional 31 parcels for an aggregate not-to-exceed \$1,610,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 62 parcels. The balance of the appraisals are anticipated to be completed next month and submitted for approval then. The 62 parcels are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of \$9,930,000. The estimated cost includes the property acquisition costs, Relocation Assistance Program (RAP) costs for displaced property owners and their personal property, demolition costs, and a contingency of approximately 20%. SANBAG is required by Federal and State law to provide relocation assistance to displacees. The estimated cost also includes demolition that is required to clear the property of existing improvements on the acquired right-of-way. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right-of-way advisor for compliance with necessary processes and meeting fair compensation requirements. In addition, Caltrans has reviewed and approved these appraisals. Staff recommends approval of these appraisals.

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an

aggregate amount of \$9,930,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to \$14,540,000.

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. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC). Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, 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 is 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 62 properties identified herein. A standard agreement and easement format (see attached) that is consistent with Caltrans format will be used for these acquisitions. The final documents will be reviewed by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Task No. 0880.

Reviewed By: This item will also be reviewed by the Mountain Desert Committee on July 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

CPN	APN	Owner	Type
22481	0348-141-06	Tom & Laura Gwin	Part-Take
22482	0348-141-04 0348-141-05	Damron Family Tr 01/11/02	Part-Take
22483	0348-141-01 0348-141-02 0348-141-03	Terry Lloyd	Part-Take Temporary Construction Easement
22484	0348-132-24 0348-132-25	Joyce I. & William R. Rosier	Part-Take Temporary Construction Easement
22492	0348-132-16	Merced C. Tarin	Part-Take Temporary Construction Easement
22497	0348-132-29	Donald Gillespie	Part-Take Temporary Construction Easement
22498	0348-132-09	Sean S. & Iris S. Lee	Part-Take Temporary Construction Easement
22502	0348-132-05	Jeffrey T. Grange	Part-Take Temporary Construction Easement
22504	0348-132-03 0348-132-04	Larry & Adele Eckrote	Part-Take Temporary Construction Easement
22507	0348-131-03 0348-131-06	Dennis E. & Judy M. Bathurst	Part-Take Access Temporary Construction Easement
22508	0348-131-07	Henry Olivier & Ileana V. Oliver	Full-Take
22512	0349-169-04 0349-169-06 0349-169-07 0349-169-08	Mary R. Larriba & Thelma Dulin	Part-Take
22513	0349-154-03 0349-154-12	Robert Cirrito	Full-Take
22515	0349-174-02	Denno Jerjis J & Shatha J	Part-Take
22516	0349-174-10	City Of San Bernardino	Part-Take
22519	0349-174-04	San Bernardino Co Flood Control	SB Flood Control
22520	0349-174-09	San Bernardino Co Flood Control	SB Flood Control
22522	0349-172-01	Branden E. Wood	Full-Take
22528	0349-173-19 0349-173-20	Benedicto Carlos & Jesusa	Part-Take
22529	0349-166-11	Acf Disposition Llc (Alliance Bank Capital Funding, Llc)	Part-Take
22530	0349-152-18 0349-152-19	Modesto Gudino	Part-Take
22532	0349-152-13	Federal National Mortgage Association	Full-Take
22537	0349-143-34	Sigman Carol Family Trust	Full-Take
22538	0349-143-30	Cannan Paul A & Wendy L	Part-Take Temporary Construction Easement
22540	0349-141-31	Deland Inc.	Part-Take Temporary Construction Easement

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

CPN	APN	Owner	Type
22541	0349-141-01 0349-141-13 0349-141-22	Antchango, Dominique & Aquerre Family Trust (Basque Farms Ltd,)	Part-Take
22542	0349-112-44	Town Square M Properties Llc	Part-Take Utility Easement Temporary Construction Easement
22543	0349-112-19	Russell Thompson	Full-Take
22547	0349-144-02	San Bernardino Co Flood Control	Part-Take
22548	0349-115-01	Leonard A. Sigdestad	Part-Take
22607	0349-062-48	Southern Calif Gas Co	Part-Take
22608	0349-062-39	City Of San Bernardino	Part-Take
22653	0349-152-06	Coronado Carlos & Reina	Full-Take
22654	0349-154-13	Ron Toth	Part-Take
22655	0348-151-25	Lit Industrial Limited Partnership	Access
22656	0349-182-10	Gene E. Wood	Access
22657	0349-182-09	General Telephone Co Of California	Access
22658	0349-173-32	Stacy Marie Wendler	Temporary Construction Easement
22659	0349-173-29	City Of San Bernardino	Part-Take
22663	0349-102-01 0349-062-35	United States Forest Service	Part-Take
22664	0349-062-03	United States Forest Service	Part-Take
22666	0349-102-12	United States Forest Service	Part-Take
22523 & 22526	0349-173-19 0349-173-20 0349-171-01 0349-171-02 0349-171-03	Victor J Kardos	Full Take

PROJECT:
APN:
Caltrans No.:
Federal ID No.:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Title Company _____

Escrow No: _____

Attention: _____
("Escrow Holder")

Title Order No.: _____

THIS AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, a public agency of the State of California and Caltrans, _____ ("**Buyer**"), and _____ ("**Seller**") for acquisition by Buyer of certain real property described herein. The Property is being acquired in connection with a joint agency project entitled the I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**").

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, that certain real property ("**Property**") situated in _____, San Bernardino County, California, and legally described and depicted as follows:

SEE EXHIBIT "A-1" and "B-1" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The Property constitutes a portion of a larger legal lot ("**Original Parcel**") upon which improvements are located. That portion of the Original Parcel being retained by Seller (thus, the Original Parcel excluding the Property) is referred to hereafter as the "**Remainder Parcel.**"

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of _____ AND NO/100 DOLLARS (\$000,000) ("**Purchase Price**").

3. CONVEYANCE OF TITLE. Seller agrees to convey fee simple title to the Property to Caltrans by Grant Deed, in the same form as that attached hereto as Exhibit "C" ("**Grant Deed**"), 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.
- (b) 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 ("**Title Company**") dated as of _____.

4. TEMPORARY CONSTRUCTION EASEMENT; UTILITY EASEMENT. Buyer's acquisition from Seller may include a temporary construction easement ("**TCE**") and/or one or more easements for utilities ("**Utility Easement(s)**"). Provisions relating to a TCE and/or Utility Easement(s), if any, are set forth in Exhibit "D" attached hereto.

5. TITLE INSURANCE POLICY. Escrow Holder shall, upon closing, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance ("**Title Policy**") in the amount of _____ AND NO/100 DOLLARS (\$000,000) issued by the Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer will pay the title insurance premium. The Title Policy will also insure the priority of any TCE and/or Utility Easement(s). If Buyer's acquisition from Seller includes a Utility Easement, and if the Property is subject to a mortgage, deed of trust or other lien which, through foreclosure, could cause the easement to be wiped out, Seller will obtain from the holder(s) of such lien(s) subordination documentation sufficient to assure that the easement becomes senior to such lien(s).

6. ESCROW. Buyer and Seller will open an escrow with Escrow Holder by executing escrow instructions prepared by Escrow Holder implementing the terms and provisions of this Agreement. Escrow will be deemed opened on the date both parties deposit signed escrow instructions with Escrow Holder. In the event of any inconsistency between such instructions and the provisions of this Agreement, this Agreement will govern. "**Close of Escrow**" or "**Closing**" refers to the date the Grant Deed or other conveyance documents are recorded in the office of the San Bernardino County Recorder. Close of Escrow will occur _____ (____) days after it is opened.

7. 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. No recording fee will be payable, pursuant to Government Code Section 27383. No documentary transfer tax will be payable, pursuant to Revenue & Taxation Code Section 11922. Buyer will pay the administrative/reconveyance fee or forwarding fee for the partial reconveyance of any deed of trust or mortgage affecting the Property.

8. REAL PROPERTY TAXES AND ASSESSMENTS. Buyer is a public entity and is exempt from payment of real property taxes. Seller understands that the San Bernardino County Tax Collector ("**Tax Collector**") will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Seller at Close of Escrow all real property taxes and assessments for the semi-annual period during which Closing occurs. Any property tax refund due to Seller with respect to the Property for a period following Close of Escrow will be refunded to Seller by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and Buyer and Escrow Holder will have no liability with respect thereto.

9. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow. If Buyer and Seller have agreed upon Seller's continued occupancy of the Property following Close of Escrow, the rights of the parties to possession of the Property will be governed by the Lease Agreement or other documentation between Buyer and Seller evidencing such continued right of occupancy.

10. FULL AND COMPLETE SETTLEMENT. Seller 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 Property, specifically including, but not limited to, any and all damage to the Remainder Parcel by reason of the acquisition of the Property or construction of the

Project, the value of any improvements located on the Property, severance of the Property from the Original Parcel, any claims of rental or leasehold value, 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 Buyer of the Property. Seller and Buyer, and each and all of their 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 acquisition of the Property by Buyer .

11. CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS. Because Buyer is acquiring only a portion of the Original Parcel, some repair and reconstruction may be necessary in order to remedy damages resulting from severance of the Property from the Original Parcel. Provisions relating to such matters as well as other special provisions (if any) relating to this transaction, are set forth in Exhibit "E"(the easement are "D") attached hereto.(would only apply in limited circumstances)

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property to make necessary and reasonable inspections. 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 Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

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 on the Property encroach on other properties.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

(d) Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

(e) Seller, at the time of execution of this Agreement, is the lawful owner of and has good title to the Property and is authorized to enter into and perform this Agreement.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property has 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 substances or materials so defined by any state, federal or local statute, ordinance, rule or regulation including (without limitation) any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious substances or materials. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations relating to Hazardous Materials.

15. **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 following Close of Escrow.

16. **MEMORANDUM.** Buyer and Seller will execute and Escrow Holder will record at Closing a Memorandum of Agreement in the same form as that attached hereto as Exhibit "E". The purpose of the Memorandum is to assure that if the Remainder Parcel is sold prior to the Start Date or Completion Date, any purchaser shall have received constructive notice of the rights and obligations set forth in this Agreement, specifically including those described in Section 11 above. (only would apply in limited circumstances)

17. **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.

18. **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 Buyer herein. The execution of these documents and the delivery of same to Escrow Holder constitutes said acceptance and approval.

19. **NO BROKERS.** Buyer 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.

20. **JURISDICTION AND VENUE.** This Agreement shall be governed by and construed 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.

21. **ASSIGNMENT.** Seller shall not voluntarily assign its rights or interest under this Agreement or the Escrow described herein without the prior written consent of Buyer. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller. Subject to the foregoing, 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.

22. 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.

23. RISK OF LOSS. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow, Seller will assign to Buyer all insurance proceeds related to the Property and improvements thereon and the Purchase Price will be reduced by the amount of any deductible allocable to the Property. If Seller fails to keep the Property fully insured and insurance proceeds are not available following what would have been an insured casualty, the Purchase Price will be reduced by the reduction in the value of the Property resulting from such casualty. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, the Purchase Price will be reduced by an amount equal to the reduction in value of the Property resulting from such uninsured casualty.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement, together with escrow instructions executed by the parties, will constitute 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

MAILING ADDRESS OF SELLER

SELLER

MAILING ADDRESS OF BUYER

BUYER

a public entity

By: _____

Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in _____, San Bernardino County, California, described as follows:

**EXHIBIT "B"
PLAT MAP**

Place Holders

[To Be Attached]

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

)
)
)
)
)

Attn:

APN:

Above Space for Recorder's Use
No Recording Fee Pursuant to Gov't Code §27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code §11922

GRANT DEED

District	County	Route	Post	Number
8	SB	I-15/I-215		

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ (collectively "**Grantor**"), hereby grants to **Does**
Caltrans take in the name of the State of California or Caltrans? the agreement should track
the same language in paragraph 3 "conveyance of title"
_____, **a public agency of the State of California**
("Grantee"), the following described real property (the "**Property**") situated in the
_____, San Bernardino County, State of California:

SEE EXHIBIT "A-1" and Exhibit "B-1"
ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to
be executed by its duly authorized officer.

GRANTOR:

DATED: _____, 2012

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A-1" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the _____, San Bernardino County, State of California, described as follows:

EXHIBIT "B-1"
Plat Map
Place Holder

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached

from: _____

to: _____, a public agency of the State of California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

a public agency of the State of California

Dated: _____

By: _____

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AND/OR UTILITY EASEMENT PROVISIONS

Yes No 1. TEMPORARY CONSTRUCTION EASEMENT ("TCE"). Seller will grant to Buyer at Close of Escrow a temporary and non-exclusive construction easement and right-of-way ("**TCE**") over, on, under, in, across, along and through that certain portion of the Remainder Parcel more fully described and depicted in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference, for the purpose of all necessary and convenient activities associated with the Project. The Purchase Price includes payment of full compensation to Seller for the TCE. Buyer and Seller will provide an executed and acknowledged TCE to Escrow Holder, for recording at Close of Escrow. Seller agrees that if the area affected by the TCE needs to be modified (moved, expanded or contracted), Seller will cooperate with such modifications, in which case (a) an Amendment to the TCE will be recorded reflecting such modified easement area; and (b) in the event the easement area is enlarged, Buyer will pay to Seller concurrent with the recording of the amended TCE, an amount equal to _____ Dollars (\$_____) for each additional square foot of space in the modified easement area.

Yes No 2. UTILITY EASEMENT(S). The Purchase Price includes compensation to Seller for the granting of one or more Utility Easement(s), as described and depicted in Exhibit "A-3" and "B-3" attached hereto. At Close of Escrow, the parties will provide to Escrow Holder and Escrow Holder shall cause such Utility Easement(s) to be recorded. Buyer may elect to appear as the grantee in such easements, with the right to assign the easement rights to a public utility or quasi-public utility provider. Alternatively, Buyer may elect to have such Utility Easement(s) granted directly by Seller to the utility provider. Seller agrees that if, prior to or during construction of the Project, it becomes necessary to adjust the location of such Utility Easement(s), Seller will execute an appropriate amendment to the Utility Easement(s); provided, however, that if the area affected by the Utility Easement(s) is increased as a result of such adjustment, Seller shall receive, concurrent with the recording of the amended Utility Easement(s), an amount equal to _____ Dollars (\$_____) per square foot for each additional square foot of space required for the modified Utility Easement.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

**EXHIBITS "A-2" AND "B-2"
PLACEHOLDER**

EXHIBIT "E"

CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS

1. Construction/Repair By Buyer. The following items of repair and construction will be completed by Buyer (or contractors engaged by Buyer) on or after the Start Date described below:

(a)

(b)

All such work performed by or on behalf of Buyer shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in good and workmanlike manner. Any structures, improvements or other facilities, if removed, relocated or reconstructed, shall be left in as good condition as found.

2. Removal Of Improvements By Seller. The Purchase Price to be paid to Seller at Close of Escrow includes compensation for the value of the following improvements:

(a)

(b)

(c)

(d)

Seller may elect to remove or relocate some or all of the above improvements following Close of Escrow; provided, however, that any of the above improvements that have not been removed from the Property by the Completion Date (defined below) may be removed by Buyer, its agents, contractors or assigns, and disposed of in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever. If the improvements referred to in this Section 2 above are not removed from the Property by the Completion Date defined below (but in no event sooner than Close of Escrow), Buyer, its agents, contractors or assigns, shall have the right to remove such improvements and dispose of the same in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever.

3. Notice. Buyer shall provide not less than _____ (__) days prior written notice to Seller of the date upon which Buyer's work under Section 1 above is scheduled to commence ("**Start Date**"). Buyer shall provide not less than _____ (__) days prior written notice to Seller the date upon which Seller's work under Section 2 above must be completed ("**Completion Date**").

4. Maintenance Responsibility. Following Close of Escrow and completion (whether by Buyer or Seller) of the curative work described in this Exhibit D, Seller will be solely responsible for the maintenance and repair of any building, landscaping or other improvements on the Remainder Parcel except as follows: _____; and Buyer or its successor will be solely responsible for maintenance of the improvements within or to the Property. Maintenance obligations with respect to any TCE and/or Utility Easement(s) will be as described in Exhibit "D".

5. Protection In Place. During any period of construction by Buyer as described herein or in connection with the TCE or Utility Easement(s), Buyer shall cause the following improvements on the Remainder Parcel to be protected in place: [If none, so state:]

6. Continuing Cooperation. Buyer believes that the engineers that have designed the Project and prepared the legal description of the Property have accurately calculated and described the portion of the Original Parcel that will be required in connection with the Project. However, because the Project is being constructed on a "design/build" basis, it is possible that following execution of this Agreement or even following Close of Escrow, an additional portion of the Remainder Parcel may be required in connection with the Project. Buyer and Seller agree that in such event, they will work together in good faith on the following basis:

(a) Conveyance of any additional portion of the Remainder Parcel will not materially affect the use thereof for residential purposes by Seller; and

(b) The price per square foot of any such additional portion of the Remainder Parcel will be the higher of (i) the per square appraised value of the Property; or (ii) the per square foot value established by an appraisal conducted not more than one hundred eighty (180) days prior to the conveyance of such additional portion of the Remainder Parcel from Seller to Buyer; and (iii) such conveyance will be subject to all the terms and conditions of this Agreement.

7. Special Provisions. In addition to the matters described in this Exhibit D or elsewhere in the Agreement, Buyer and Seller agree that the purchase and sale of the Property is subject to the following additional provisions: [If none, so state:]

EXHIBIT "E"

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

Attention: _____

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is executed in connection with that certain "Agreement for Acquisition of Real Property" executed by the undersigned Buyer and Seller and dated as of _____, 2012 ("**Agreement**"). Seller has previously owned all of the real property described in Exhibit "A" attached hereto ("**Original Parcel**"). Pursuant to the Agreement, Seller has, concurrent with the recording of this Memorandum, sold and conveyed a portion of the Original Parcel ("**Property**") to Buyer for use in connection with I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**"). Seller has retained title to that portion of the Original Parcel described in Exhibit "A-1" attached hereto ("**Remainder Parcel**").

Pursuant to the Agreement, Seller has received compensation for certain future obligations with respect to the Remainder Parcel and/or the Property, which may include the removal, relocation, reconstruction and/or refurbishment of certain improvements. Buyer and Seller have also agreed to cooperate with respect to the possible conveyance of minor additional portions of the Remainder Parcel in the future. The above obligations burden and constitute an encumbrance upon the Remainder Parcel for the benefit of the Property and constitute covenants running with the land, pursuant to California Civil Code Section 1468. These obligations will therefore be binding upon any successor owner who acquires title to the Remainder Parcel prior to the completion by Seller of these obligations. Any person that purchases the Remainder Parcel prior to the completion of such obligations by Seller is advised to obtain information from Seller regarding the nature and extent of such obligations and obtain from Seller compensation sufficient to allow such successor owner to complete such obligations in accordance with the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year set forth below.

Dated: _____, 201_

BUYER

a public entity

By: _____

Approved as to Form: _____

By: _____

Dated: _____, 201_

SELLER

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

That certain real property located in _____, San Bernardino County, California, described as follows:

[To Be Attached]

EXHIBIT "A-1"

LEGAL DESCRIPTION OF REMAINDER PARCEL

That certain real property located in the _____ County,
California, described as follows:

[To Be Attached]



- 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: July 19, 2012

Subject: Additional Right-of-Way Funding for the Hunts Lane Grade Separation Project

Recommendation:* That the Committee recommend the Board:

1. Approve an additional \$2,000,000 in Measure I Valley Major Projects funds for right-of-way costs associated with the Hunts Lane Grade Separation Project.
2. Approve budget amendment for Task No. 0870 to increase the Measure I Valley Major Projects funds by \$2,000,000 for a new total of \$2,439,166.

Background: SANBAG, in conjunction with the Cities of Colton and San Bernardino, is currently constructing the Hunts Lane Grade Separation Project in those cities. All legal property rights for the project have been obtained however, acquisitions of five remaining parcels remain incomplete and are on the path toward condemnation. Discussions with these property owners are continuing during the eminent domain process in an effort to reach agreement and avoid condemnation. To meet this goal, independent expert appraisals are being performed to confirm the property impacts and to determine a value for business damages. The business damage appraisals could not be performed with the original appraisal as access to the financial records of the businesses was not available. The independent appraiser has validated the property impact appraisals and has estimated that \$1.3 million will be the cost to address the business impacts of the five remaining properties. The additional \$1.3 million will cover the initial offer that would be made when mediation is entered into, but it does not provide

*

	<p><i>Approved</i> <i>Major Projects Committee</i></p> <p>Date: <u>July 19, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

funding to negotiate a settlement in compliance with SANBAG's policy. For this reason staff is requesting that the budget be increased by \$2 million for a total right-of-way budget of \$7.3 million.

The overall programmed amount for this project will not be exceeded with approval of the increased right-of-way budget. The construction phase enjoyed a savings of \$8 million with the award of the contract to the lowest responsive bidder.

Recommendation 2 is the approval of a budget amendment to include the additional \$2 million of 1990-2010 Measure I Valley Major Projects for right-of-way in the current fiscal year budget.

Staff recommends the approval of both recommendations.

Financial Impact: This item is not consistent with the SANBAG fiscal year 2012/2013 budget, Task No. 0870. A budget amendment is being requested with this agenda item to increase 1990-2010 Measure I Valley Major Projects funding by \$2,000,000 for a total of \$2,439,166.

Reviewed By: SANBAG General Counsel has reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 10

Date: July 19, 2012

Subject: San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Construction Management Services

Recommendation:* That the Committee recommend the Board approve additional payment of \$133,971.00 to Transportation Energy Solutions, Inc. for Construction Management Services on the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project, Contract No. C10202.

Background: On June 2, 2010, the Board approved a two year contract, C10202 with Transportation & Energy Solutions, Inc. (TES) for construction management services in support of the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project. The Tiers 3 and 4 project allows for wireless interconnect upgrades to approximately 350 existing traffic signal locations throughout the San Bernardino Valley, including signals owned and maintained by Caltrans, the Cities of Chino, Chino Hills, Colton, Fontana, Highland, Loma Linda, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and the County of San Bernardino.

TES was selected as the construction manager in part due to their knowledge of the system due to their previous experience as the construction management firm for the San Bernardino Valley Coordinated Traffic Signal System Tiers 1 & 2 phase.

*

Approved
Major Projects Committee

Date: July 19, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Tiers 3 & 4 construction started in February 2011, and was scheduled for completion in approximately 6 months. In July 2011, it became apparent that the project would not be completed on time due to numerous factors including constructability issues, field conditions, design inconsistencies, equipment compatibility and communication issues, change order material delays, agency coordination and knowledge issues, and complications encountered with the integration of new equipment with older equipment in existing traffic signal controller cabinets.

At the scheduled date of completion in August 2011, TES had expended 70% of its contract budget of \$526,681.00; however, the project was less than 50% complete. It was apparent that construction management services were not being kept in line with construction cost and schedule. At that time, SANBAG staff directed TES to reduce its level of effort further and complete the contract for the agreed not-to-exceed price. TES in good faith, continued with the work. To mitigate the alleged TES extra cost and project delays, SANBAG construction management staff took a more active role in issue resolution and coordination with TES, and with the designer, local agencies and the contractor.

In December 2011, the project was still not completed and TES formally requested SANBAG to augment its contract due to the numerous concerns including the "extremely complicated project and vastly different types of traffic signals and communication equipment, standards, requirements, staffing and resources, and existing infrastructure". This scope was known at the time of consultant selection. At that time TES took no responsibility for any delay or excessive management cost. Staff did not agree and a dispute arose. TES in good faith, and per the contract, continued with the work.

In early June 2012, the work on the project was completed. The original construction contract with contingency was \$3,291,713.00. Though a total of 20 contract change orders were issued and the project was delayed 10 months, construction work was completed without claims by the contractor and within the construction budgeted amount. Additionally steps taken by TES and SANBAG staff were able to reduce monthly construction management cost by almost 50%. This success required tight control on contract work and proactive approach by all parties in resolving issues.

With the project completion TES has presented its claim, an added cost of \$151,971.17. SANBAG staff and TES have reviewed and negotiated a tentative settlement for all extra work charges presented through June 2, 2012, in the amount of \$134,035.00. Per this agreement TES will provide project closeout support at no cost to SANBAG.

TES original contract with contingency was \$526,681.00 for the original 6 months of construction contract period. The original contract period of performance was through June 2, 2012. As the contract completion date has expired and TES had proceeded in good faith, staff is requesting authority to make final payment to TES in the amount of \$134,035.00 for services provided under the original contract performance period.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget under Task No. 0701, and is fully funded by TMEE funds.

Reviewed By: SANBAG Legal Counsel and Contract Administrator have reviewed this item and the settlement agreement in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 11

Date: July 19, 2012

Subject: California High Speed Rail Authority Los Angeles to San Diego Update

Recommendation:* Receive presentation from the California High Speed Rail Authority

Background: The second future phase of the California high speed rail system is planned to run from Los Angeles Union Station to San Diego via the Inland Empire. However, two routes are being investigated, one through San Bernardino, down I-215, and then following I-15 from Temecula to San Diego. The other route bypasses the Inland Empire by following I-15 from the Ontario International Airport. The California High Speed Authority has requested the opportunity to present a project status to the Commuter Rail and Transit Committee.

Financial Impact: This item is informational and has no direct impact on the adopted budget.

Reviewed By: This item is scheduled for review by the Major Project Committee on July 19, 2012.

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

*

	<p><i>Approved</i> Major Projects Committee</p> <p>Date: <u>July 19, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	---

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

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
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996