

AGENDA

Board of Directors Metro Valley Study Session

January 17, 2013

****** Start Time: 9:00 a.m. ******

Location:

SANBAG Offices

The Super Chief Room

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

Board of Directors

Valley Representatives

Study Session Chair

Dick Riddell, Council Member
City of Yucaipa

Study Session Vice-Chair

Michael Tahan, Council Member
City of Fontana

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Not Determined
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor
City of Victorville

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District
Janice Rutherford, Second District

James Ramos, Third District
Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

SANBAG

Ray Wolfe, Executive Director
Eileen Teichert, SANBAG Counsel

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

**Board of Directors
Metro Valley Study Session**

**January 17, 2013
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 Board of Directors Pg. 9
Metro Valley Study Session Meeting January 17, 2013.**

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 under this item for recordation on the appropriate item.

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. Board of Directors Metro Valley Study Session Attendance Roster Pg. 14

A quorum shall consist of a majority of the membership of the SANBAG Board of Directors.

Notes/Action

- 3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with, Pacific Restoration Group, Brutoco Engineering and Construction, Ortiz Enterprises Inc., C.C. Myers, Inc. and Riverside Construction Company, Inc.** Pg. 16

Review and ratify change orders. Garry Cohoe

Discussion Calendar

Project Delivery

- 4. **Major Projects Status Briefing** Pg. 19

Receive the Major Projects Status Briefing Garry Cohoe

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

- 5. **Interstate 10 (I-10) Westbound Widening Project** Pg. 21

That the following be reviewed and recommended for the final approval by Board of Directors at a regularly scheduled Board meeting:

Approve Amendment No. 2 to Contract No. C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising "Attachment B" "Billing Rate Schedule" with no change in contract amount. Garry Cohoe

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract amendment.

6. Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton Pg. 29

That the following be reviewed and recommended for approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve an exception to Measure I Strategic Plan Policy 40005/VFI-14 Valley Freeway Interchange Prioritization so that an estimated \$369,600 of Measure I Valley Interchange funds may be used for the priority 19 I-10 Pepper Interchange Improvement Project.

2. Approve budget amendment to add new Task Number 0896 for the I-10 Pepper Interchange Improvement Project and amend the current 2012/2013 fiscal year budget to include an amount of \$300,000 of Measure I Valley Fund Freeway Interchange funds and \$100,000 of City of Colton funds to cover anticipated expenditures during the 2012/2013 fiscal year.

3. Authorize cash flow borrowing from the Measure I Valley Freeway Program to the Measure I Valley Interchange Program in the amount of \$369,600.

4. Approve Contract No. C13040 with the City of Colton and County of San Bernardino for the preparation of Preliminary Engineering and Environmental Document; Plans Specifications and Estimate; Right-of-Way; and Construction of the I-10 Pepper Interchange which defines roles, responsibilities and project funding, identifies San Bernardino Associated Governments as the lead agency for all phases of the project, and commits San Bernardino Associated Governments to contribute a total not-to-exceed amount of \$369,600, funded with Measure I funds as shown in Table 1.

5. Authorize staff to utilize the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the Preliminary Engineering and Environmental Document, and Plans Specifications and Estimate activities for this Project. **Garry Cohoe**

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

7. **State Route 210 (SR-210) Segment 8 Establish Existing Planting Project** Pg. 63

That the following be reviewed and recommended for approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Plans, Specifications, and Estimate and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting Project.

2. Authorize San Bernardino Associated Governments' Staff to proceed directly to the Board of Directors without further consideration by the Metro Valley Study Session for the award of Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project. **Garry Cohoe**

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and the IFB as to form.

8. **Utility Agreements for Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project** Pg. 65

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Repeal of the Board's June 6, 2012, approval of Utility Agreements C12199, C12200, C12201, C12249, and C12250 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve Utility Agreements C13094, C13095, C13096, C13097, and C13098 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project at estimated costs totalling \$1,381,480. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed the draft contracts.

9. **Palm Avenue Grade Separation right-of-way certification and indemnification Resolution, Plans, Specifications, and Estimate approval, and Funding Application Resolution** Pg. 99

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Adopt Resolution No. 13041 authorizing the Executive Director to execute the right-of-way certification for the Palm Avenue Grade Separation project and for other Commission projects where Caltrans requires right-of-way certification.
2. Approve plans and specifications and authorize advertising Invitation for Bids for construction of the Palm Avenue Grade Separation Project.
3. Approve taking the recommendation for award of the construction contract directly to Board without prior Metro Valley Study Session review.
4. Adopt Resolution No. 13042 authorizing filing an application with Caltrans for Grade Separation funding allocation, affirming Commission's ability to timely award construction contract within two years after funding is allocated, and confirming sufficient local funds will be available as project work progresses. **Garry Cohoe**

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel has reviewed this item as to form.

10. **Utility Agreement with San Bernardino Municipal Water Department for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project** Pg. 112

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Agreement No. C13085 with the San Bernardino Municipal Water Department for water pipeline relocation on the I-15/ I-215 Devore Interchange Reconstruction Project which commits San Bernardino Associated Governments to pay an estimated \$316,440 for the relocation of an existing water pipeline that will conflict with planned improvements within the project limits and to receive an estimated payment of \$911,560 for incurred costs for betterments and extension of the relocated water pipeline beyond the conflict area.
2. Approve a contingency of \$33,560 for the payable portion of Agreement C13085 and a contingency of \$88,440 for the receivable portion of this Agreement. **Garry Cohoe**

This item is also scheduled for review by the Mountain Desert Committee on January 25, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the standard contract.

**11. State Route 210 (SR-210) Base Line Interchange Improvement Project Pg. 121
(Project) in the City of Highland**

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the SR-210 Base Line Road Interchange Project;
2. Approve Contract No. C13027 with the City of Highland for the preparation of Preliminary Engineering and Environmental Document (PA&ED) for the SR-210 Base Line Interchange for a total not-to-exceed cost of \$1,037,280, funded with \$602,660 of Measure I Valley Fund Interchange Freeway Program funds, and \$434,620 of City of Highland funds, as shown in Table 1;
3. Approve budget amendment to add new Task Number 0803 for the SR-210 Base Line Interchange Project and amend the current 2012/2013 fiscal year budget to include an amount of \$185,920.00 of Measure I Valley Fund Interchange Freeway Program funds and \$134,080.00 of City of Highland funds; and
4. Direct staff to negotiate with URS Corporation (URS) to amend existing Contract No. C12137 to include all PA&ED work for the Project.

Paula Beauchamp

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract and final MOU.

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Acronym Listing

Pg. 176

ADJOURNMENT

**The next Board of Directors Metro Valley Study Session will be:
February 14, 2013**

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: January 17, 2013

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	C11105	Pacific Resortation Group, Inc. <i>John Richards</i>	Ayala Boring Hi-Way Safety JFL Electric, Inc.
3-B	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt

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Approved
 Board Metro Valley Studay Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1301z-gc

3-B (Cont.)	C12036		AVAR Construction Systems, Inc. Cal Strip, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
3-C	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing

3-C (Cont.)	C12224		SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.
3-D	C12196	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All America Asphalt CGO Construction Company, Inc. Chrisp Company Cindy Trump, Inc. Coral Construction Company DC Hubbs Company Diversified Landscape Company EBS General Engineering, Inc. Foundation Pile, Inc. Hard Rock Equipment High Light Electric, Inc. Integrity Rebar Placers KEC Engineering Malcomb Drilling Company R.J. LaLonda, Inc. SRD Engineering Statewide Traffic Safety & Signs
3-E	C11004	C.C. Myers, Inc. <i>Dan Himick</i>	Alcorn Fence Company AMC Concrete Barney's BC Traffice Specialist Cal-Stripe Caltrac Construction Concrete Coring Company Diamond Back Dywidag Systems Elite Bob Cat Services Ecologic Landscape Goss Construction Co. Foundation Gwinco Hydrosprout, Inc.

3-E (Cont.)	C11004		Integrity Rebar Placers JLS Concrete Pumping MSE Retaining System Murphy Industrial Coating Pavement Recycling System Salvala Equipment Sierra Pacific Electrical Contracting Treesmith Enterprises, Inc. Visual Pollution Tech West Coast Welding Inc.
3-F	C12010	Riverside Construction Company, Inc. <i>Donald Pim</i>	Anderson Drilling Alcorn Fence Company Avar Construction Cal-Strip Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction, Inc. Lincoln Park Stirling Construction
5	C10019-02	Athalye Consulting Engineering Services, Inc. <i>Ashtol Athalye</i>	Converse Consultants Arrellano & Associates MARRS Services David Evans & Associates
6	C09124	Parsons Transportation Group <i>Khalil Saba</i>	S2 Engineering JMD Arellano Associates LAE Associates, Inc. ECOSYS
6	C08200	Vandermost Consulting <i>Julie Vandermost</i>	PCR Environ
8	C13094 C13095 C13096 C13097 C13098	Southern California Edison	None

10	C13085	San Bernardino Municipal Water Department <i>Matt Litchfield</i>	None
11	C12137	URS Corporation (URS) <i>Richard Hart</i>	Value Management Strategies, Inc. Epic Land Solutions CNS Engineers, Inc. ICF International Psomas

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
BOARD METRO VALLEY STUDY SESSION (MVSS) 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	X	X	X	X	X	X
Ray Musser City of Upland	X	X	X			X	X	X	X	X	X	X
Janice Rutherford Board of Supervisors	X			X		X	X	X	X		X	X
Sarah Zamora City of Colton	X	X	X			X	X	X	X	X		X
Rhodes "Dusty" Rigby City of Loma Linda	X	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
Pete Aguilar City of Redlands	X	X		X		X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X	X	X	X		X		X	X	X		
Neil Derry Board of Supervisors		X	X	X	X	X						
James Ramos Board of Supervisors												
Larry McCallon City of Highland	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	
Ed Graham City of Chino Hills	X	X	X	X	X		X	X	X	X	X	X

X = Member attended meeting.

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

* Board of Directors established MVSS effective November 2012.

January through October reflects Major Projects Committee Attendance Record which included Board Members representing valley jurisdiction only.
 mpcatt2012.doc

AGENDA ITEM 2
BOARD METRO VALLEY STUDY SESSION (MVSS) ATTENDANCE RECORD – 2012 *

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Michael Tahan City of Fontana	X	X		X		X		X	X	X	X	X
Gary Ovitt Board of Supervisors		X	X	X						X	X	
Paul Eaton City of Montclair	X	X		X	X	X	X		X	X		X
Ed Scott City of Rialto				X	X				X	X		
Alan Wapner City of Ontario	X	X	X		X	X			X	X		X
L. Dennis Michael City of Rancho Cucamonga	X		X		X	X		X	X	X	X	
Dennis Yates City of Chino	X	X	X		X	X	X	X	X	X		X
Jim Harris City of Twentynine Palms											X	
Robert Lovingood Board of Supervisors												X

X = Member attended meeting.

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

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January through October reflects Major Projects Committee Attendance Record which included Board Members representing valley jurisdiction only.
 mpcatt2012.doc

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

Minute Action

AGENDA ITEM: 3

Date: January 17, 2013

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with, Pacific Restoration Group, Brutoco Engineering and Construction, Ortiz Enterprises Inc., C.C. Myers, Inc. and Riverside Construction Company, Inc.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's fourteen on-going Construction Contracts, six have had Construction Change Orders (CCO's) approved since the last reporting to the Board Metro Valley Study Session. The CCO's are listed below.

- A. Contract Number (CN) 11105 with Pacific Restoration Group, Inc. for the SR-210 Segment 8 Landscaping project: CCO No. 1 Supplement 2 (\$13,262.43 increase for additional grading and water pollution control measures to conform to the Water Pollution Control, Risk Level 2 requirements in accordance with the Special Provisions); CCO No. 4 Supplement 2 (\$47,295.87 increase for final payment to contractor for removal of rock and buried man-made objects); CCO No 8 Supplement 1 (\$239.53 increase for final payment to contractor for shared cost for maintenance of storm water BMP's as provided in the Special Provisions) and CCO No. 9 Supplement 1 (\$10,840.65 increase for final payment to the contractor for providing manual operation of the remote control valves while modifications to planned system required for proper operation were implemented).

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1301b-tk

- B. CN 12036 with Brutoco Engineering and Construction, Inc. for construction of the I-10 Citrus Interchange project: CCO No. 10 (\$7,945.48 increase to compensate contractor for extra work to locate tie-in stub for sewer connection in Citrus Avenue South); CCO No. 11 (\$164,877.00 decrease for the use of regular concrete pavement in lieu of rapid-set concrete pavement as originally shown on the plans); CCO No. 14 (\$36,783.26 increase for construction of septic system for 76 Gas station and Smog Shop at southeast corner of Valley Boulevard and Citrus Avenue due to oversight during project Right of Way phase) and CCO No. 17 (\$11,130.00 increase for modifications to vehicular access to properties along Boyle Avenue as required by right of way agreements per the City of Fontana).
- C. CN 12224 with Ortiz Enterprises, Inc. for the construction of the I-10 Cherry Interchange project: CCO No. 1 (\$35,000.00 increase for Flagging and Traffic Control as specified in the Standard Specifications and provided for in the contract document as supplemental item of work) and CCO No. 2 (\$5,000.00 increase for maintenance of existing irrigation and landscaping as provided for in the Special Provisions).
- D. CN 12196 with Ortiz Enterprises, Inc. for the construction of the I-10 Tippecanoe, Phase 1 project: CCO No. 11 (\$5,000.00 increase for repair to roadway pavement damaged by public traffic due to changes made to striping pattern) and CCO No. 12 (\$10,000.00 increase to compensate the contractor for maintaining existing Highway Planting and Irrigation Systems provided for in the contract document as supplemental item of work).
- E. CN 11004 with C.C. Myers, Inc. for the construction of the North Milliken Avenue Grade Separation project: CCO No. 13 (\$2,500.00 decrease for a reduction of Bid Item 18, Remove Culvert as requested by the Contractor and approved by UPRR and the Engineer).
- F. CN 12010 with Riverside Construction Company, Inc. for the construction of the I-15 La Mesa/Nisqualli Interchange project: CCO No. 21 Supplement 1 (\$50,000.00 increase in funds for maintaining storm water pollution control devices for compliance with the Regional Water Quality Control Board); CCO No. 37 (\$25,000.00 increase for graffiti removal) and CCO No. 38 (\$6,391.50 increase to install an additional storm drain inlet adjacent to the Store America driveway as requested by the City of Victorville and concurred by the designer).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No's. 0824, 0826, 0842, 0882 and 0888.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery

one lane to each ramp, and provide additional operational improvements on the adjacent city streets in Fontana. Construction is anticipated to last about two years.

3. Interstate 215 Bi-County HOV Gap Closure Project: The construction contract for this project was awarded by Caltrans in December, 2012. This project will add a High Occupancy Vehicle (HOV) lane in each direction of Interstate 215 from the SR-60/SR-91/I-215 Interchange in Riverside County to the Orange Show Road interchange in the City of San Bernardino. This work will consist of reconstruction the inside and outside shoulders of the freeway and restriping the mainline to provide an HOV lane and three mixed flow lanes in each direction through this corridor. Construction is anticipated to last approximately two years.

Financial Impact: No financial impact, information only.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 5

Date: January 17, 2013

Subject: Interstate 10 (I-10) Westbound Widening Project

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Approve Amendment No. 2 to Contract No. C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising "Attachment B" "Billing Rate Schedule" with no change in contract amount.

Background: On October 7, 2009, the Board approved Contract No. C10019 in the amount of \$4,381,583.00 with Athalye Consulting Engineering Services ("Athalye") for construction management services in support of the I-10 Westbound Widening Project. These services include construction management, inspection, material testing, and construction surveying. In November 2011, the Board approved Amendment No. 1 to this contract which extended the contract duration to June 30, 2014, to match the current construction schedule and a 1 year landscape establishment period. Athalye and its sub-consultants continue to perform well in providing construction management services in support of the I-10 Westbound Widening Project.

*

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	X	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

As with all of our construction management services contracts, services are to be provided on an “as needed basis and compensated as set forth in Attachment B.” At the time that the contract was awarded Athalye and their materials and laboratory testing sub-consultant, Converse Consultants (“Converse”), had prepared the Rate Schedule attached to the Contract as Attachment B based on anticipated testing needed. The portion of Attachment B setting forth the cost estimate breakdown for material inspection and testing for Converse splits the budget between material inspection labor costs and laboratory testing services. The type of tests and the budget split between labor and tests needs to be adjusted to reflect what is occurring on the construction site. For this reason Attachment B needs to be revised. In addition, certain material testing positions are covered by the State’s prevailing wage regulations. Since the award of this contract, the prevailing wages have been adjusted. Attachment B is also being revised to address this adjustment to the prevailing wages. The revised Attachment B includes language so if the prevailing wages are adjusted again they are covered by the contract, negating the need for a future amendment. The revised Attachment B does not change the approved total amount for materials and testing, nor change the total contact amount for construction management.

Staff is recommending the Board approve Amendment No. 2 to Contract C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising ”Attachment B” “Billing Rate Schedule” with no change in contract amount.

Financial Impact: The recommendation is consistent with the SANBAG Fiscal Year 2012/2013 budget. Task No. 0862.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 10019 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and Athalye Consulting Engineering Services, Inc.

Contract Description Construction Management Services I 10 Westbound Widening Project

Board of Director's Meeting Date: 2/6/2013
Overview of BOD Action: Amendment to Athalye Consulting Engineering Services, Inc. Attachment B Billing Rate Schedule for materials testing and laboratory services subconsultant with no change to overall cost of materials testing and laboratory services.
 Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	4,036,083.00	Original Contingency Amount
			\$ 345,500.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	4,036,083.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 345,500.00
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	4,036,083.00	TOTAL CONTINGENCY VALUE
			\$ 345,500.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 4,381,583.00

Contract Start Date 10/21/09	Current Contract Expiration Date 06/30/14	Revised Contract Expiration Date 06/30/14
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain. Amendment # 1 extended contract term.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No.862.	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I Valley and STP	
<input checked="" 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: Measure I and STP Valley Major Projects	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % 0.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Mike Barnum
Project Manager (Print Name)

Garry Cohoe
Task Manager (Print Name)

Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

W. S. [Signature]
Chief Financial Officer (Print Name)

[Signature] 12/17/12
Signature Date

[Signature] 12/17/12
Signature Date

[Signature] 1/3/13
Signature Date

[Signature] 1/3/13
Signature Date

[Signature]
Signature Date

AMENDMENT NO. 2 TO
CONTRACT NO. C10019
BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
ATHALYE CONSULTING ENGINEERING SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT, MATERIAL TESTING AND CONSTRUCTION
SURVEYING SERVICES

THIS AMENDMENT NO. 2 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino County Transportation Authority (Authority), and Athalye Consulting Engineering Services, Inc., (Consultant).

RECITALS:

WHEREAS, by Contract No. C10019 dated October 21, 2009 Authority and Consultant entered into a contract for Construction Management, Material Testing and Construction Surveying Services associated with the I -10 Westbound Widening Project; and

WHEREAS, changes to the "Attachment B Billing Rate Schedule" for Converse Consulting material and laboratory testing services is needed to adjust budget split between actual field and laboratory testing and to account for changes in State mandated prevailing wage rates. The parties agree that there will be no change to the overall amount of the Contract.

NOW, THEREFORE, it is mutually agreed that Contract No. C10019 is hereby amended as follows:

1. Replace Converse Consulting Attachment B dated August 31, 2009 with Converse Consulting Attachment B dated December 12, 2012.
2. All other provisions and terms of this Contract shall remain the same.

**ATHALYE CONSULTING
ENGINEERING SERVICES, INC.**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____

By: _____
Janice Rutherford, Chairperson

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Attachment "B"

**Billing Rate Schedule
Dated 12/12/12**

By and Between

**San Bernardino Associated Governments/San Bernardino County
Transportation Authority**

And

Athalye Consulting Engineering Services, Inc.

To

**Provide Construction Management, Materials Testing and Construction
Surveying Services**

For

**I-10 Westbound Widening Project
Cities of Redlands and Yucaipa
Contract No. 10019
Amendment # 2**

LABOR & OTHER COST (ODC) SUMMARY
I 10 Westbound Widening Project
Construction Management Services
December 12, 2012

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE		
		LOW	HIGH											
Project Manager/Engineer		Note 1		7.00	\$28.77	201.39	\$0.00	\$201.39	\$312.15	\$48.22	\$559.76	\$79.97		
Project Manager/Engineer		Note 1		110.75	\$34.62	\$3,834.17	\$0.00	\$3,834.17	\$5,942.96	\$879.94	\$10,657.06	\$96.23		
Project Manager/Engineer		Note 1		2.30	\$24.52	\$56.40	\$0.00	\$56.40	\$87.41	\$12.94	\$156.75	\$68.15		
Sr Geologist		Note 1		27.50	\$34.62	\$952.05	\$0.00	\$952.05	\$1,475.88	\$218.50	\$2,646.22	\$96.23		
Staff Engineer		Note 1		10.00	\$17.31	\$173.10	\$0.00	\$173.10	\$288.31	\$39.73	\$491.13	\$49.11		
Staff Geologist		Note 1		1.00	\$23.32	\$23.32	\$0.00	\$23.32	\$36.15	\$5.35	\$64.82	\$64.82		
Sample Pick up		Note 1		86.10	\$9.00	\$774.90	\$0.00	\$774.90	\$1,201.10	\$177.84	\$2,153.83	\$25.02		
Sample Pick up		Note 1		5.00	\$10.00	\$50.00	\$0.00	\$50.00	\$77.50	\$11.48	\$138.98	\$27.80		
Construction Tech 1		Note 1		732.40	\$37.61	\$27,545.56	\$0.00	\$27,545.56	\$42,895.62	\$6,321.71	\$76,562.90	\$104.54		
Construction Tech 1 OT		Note 1		19.80	\$56.42	\$1,117.12	\$0.00	\$1,117.12	\$1,731.53	\$256.38	\$3,105.02	\$156.82		
Construction Tech 2		Note 1		838.00	\$39.39	\$32,970.21	\$0.00	\$32,970.21	\$50,013.83	\$7,778.58	\$89,960.60	\$108.48		
Construction Tech 2 OT		Note 1		12.00	\$59.06	\$708.72	\$0.00	\$708.72	\$1,098.52	\$162.65	\$1,969.89	\$164.16		
Total cost to date 10/28/12						1,682.85		\$60,608.93						
Project Manager/Engineer TC		Note 1		120.05	\$34.62	\$4,156.13	\$0.00	\$4,156.13	\$6,442.00	\$953.83	\$11,551.97	\$96.23		
Sr Geologist TC		Note 1		27.50	\$34.62	\$952.05	\$49.70	\$1,001.75	\$1,562.71	\$229.80	\$2,784.37	\$101.25		
Staff Geologist TC		Note 1		1.00	\$23.32	\$23.32	\$1.22	\$24.54	\$0.00	\$0.00	\$24.54	\$24.54		
Staff Engineer TC		Note 1		10.00	\$17.31	\$173.10	\$9.04	\$182.14	\$282.31	\$41.80	\$508.25	\$50.82		
Sample Pick up TC		Note 1		91.10	\$9.00	\$819.90	\$42.80	\$862.70	\$1,337.19	\$197.89	\$2,397.88	\$26.32		
Construction Tech 1 TC		Note 1		220.00	\$37.61	\$8,274.20	\$431.95	\$8,706.15	\$13,494.52	\$1,998.08	\$24,198.73	\$109.99		
Construction Tech 1 OT TC		Note 1		20.00	\$56.42	\$1,128.40	\$58.91	\$1,187.31	\$1,840.33	\$272.49	\$3,300.12	\$165.01		
Construction Tech 2 TC		Note 1		220.00	\$39.39	\$8,665.80	\$452.38	\$9,118.19	\$14,133.19	\$2,082.62	\$25,344.00	\$115.20		
Construction Tech 2 OT TC		Note 1		12.00	\$59.06	\$708.72	\$37.00	\$745.72	\$1,155.86	\$171.14	\$2,072.72	\$172.73		
To Complete						721.85		\$24,901.82	\$0.00	\$24,901.82	\$38,597.51	\$5,714.82	\$69,214.06	\$95.81
TOTAL =					2,375			\$85,508.55	\$1,082.99	\$111,493.17	\$172,776.38	\$25,582.05	\$309,851.60	

TC = To Complete

INDIRECT COST	
Overhead	155.00%
General & Admin	0.00%
Total	155.00%

FEE (PROFIT)	9.00%
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OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Test 234	\$ 175.00	ea	2	\$350.00	
Test 235	\$ 280.00	ea	2	\$560.00	
Test 202	\$ 85.00	ea	200	\$16,957.50	
Test 205	\$ 175.00	ea	10	\$1,750.00	
Test 211	\$ 260.00	ea	4	\$1,040.00	
Test 216	\$ 120.00	ea	49	\$5,880.00	
Test 217	\$ 75.00	ea	149	\$11,175.00	
Test 227	\$ 100.00	ea	219	\$21,900.00	
Test 229	\$ 180.00	ea	3	\$540.00	
Test 301	\$ 240.00	ea	7	\$1,680.00	
Test 308	\$ 75.00	ea	2	\$150.00	
Test 309	\$ 280.00	ea	1	\$280.00	
Test 366	\$ 230.00	ea	1	\$230.00	
Test 367	\$ 50.00	ea	1	\$50.00	
Test 370	\$ 60.00	ea	71	\$4,260.00	
Test 382A	\$ 260.00	ea	6	\$1,560.00	
Test 382B	\$ 650.00	ea	2	\$1,300.00	
Test 521	\$ 23.00	ea	183	\$4,209.00	
Test 523	\$ 80.00	ea	173	\$13,840.00	
Test 548	\$ 240.00	ea	2	\$480.00	
Gamma-Gamma Test CT 233	\$ 200.00	ea	238	\$47,600.00	
Gamma-Gamma Test Cross Hole	\$ 135.00	ea	3	\$405.00	
Reber Test	\$ 85.00	ea	0	\$0.00	
Total Laboratory Testing cost to date 10/28/12				\$136,178.50	
Vehicle To date	\$ 5.00	Hr	1404.2	\$7,021.00	
Vehicle Budget Remaining TC	\$ 5.00	Hr	1,000	\$5,000.00	
Laboratory Budget Remaining TC	\$ 47,981.30	LS	1	\$47,981.30	
TOTAL OTHER DIRECT COSTS				\$196,188.80	

Escalation Per Year = 3.00%			
Year	# of Months	Esc.	Value
2010	0	1.000	0.000
2011	12	1.030	12.380
2012	12	1.061	12.731
2013	4	1.083	4.371
TOTAL	28		29.482
Escalation Factor for Contract			1.052

Note 1: Positions covered by prevailing wage rates can be adjusted as required by law

TOTAL COSTS	\$506,010.40
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: January 17, 2013

Subject: Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton

Recommendation:* That the following be reviewed and recommended for approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve an exception to Measure I Strategic Plan Policy 40005/VFI-14 Valley Freeway Interchange Prioritization so that an estimated \$369,600 of Measure I Valley Interchange funds may be used for the priority 19 I-10 Pepper Interchange Improvement Project.
2. Approve budget amendment to add new Task Number 0896 for the I-10 Pepper Interchange Improvement Project and amend the current 2012/2013 fiscal year budget to include an amount of \$300,000 of Measure I Valley Fund Freeway Interchange funds and \$100,000 of City of Colton funds to cover anticipated expenditures during the 2012/2013 fiscal year.
3. Authorize cash flow borrowing from the Measure I Valley Freeway Program to the Measure I Valley Interchange program in the amount of \$369,600.
4. Approve Contract No. C13040 with the City of Colton and County of San Bernardino for the preparation of Preliminary Engineering and

*

Approved
Board Metro Valley Study Session

Date: January 17, 2013

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA		
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Environmental Document; Plans Specifications and Estimate; Right-of-Way; and Construction of the I-10 Pepper Interchange which defines roles, responsibilities and project funding, identifies San Bernardino Associated Governments as the lead agency for all phases of the project, and commits San Bernardino Associated Governments to contribute a total not-to-exceed amount of \$369,600, funded with Measure I funds as shown in Table 1.

5. Authorize staff to utilize the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the Preliminary Engineering and Environmental Document, and Plans Specifications and Estimate activities for this Project.

Background:

Pepper Avenue is a north/south major arterial in the City of Colton (City), and forms a diamond interchange with I-10 and is currently ranked 19 out of 33 on the San Bernardino Associated Governments (SANBAG) Interchange Priority List. It carries a high number of heavy vehicles and is an element of the City of Colton truck route master plan. Pepper Avenue experiences consistent queuing of traffic on the east bound off ramp, and on south bound Pepper Avenue, specifically between the east bound ramp intersection and Valley Boulevard.

The ultimate interchange improvement concept has been developed for many years, but has not proceeded forward due to the lack of funding and the position of the project on SANBAG's interchange priority list. The Project, through the County of San Bernardino, received a federal earmark of \$6,191,000 TEA-21 DEMO funds which were authorized in August 2009. An additional \$904,000 of Interstate Maintenance Discretionary (IMD) has also been programmed by Caltrans for this Project.

Since the interchange serves the County Regional Hospital and has received \$7.1M of federal grant funds, it is in the interest of the region to develop a phased project that will resolve the traffic issues and provide a suitable gateway to the hospital. Utilizing traffic volume information provided by the City, staff has developed a phased project that will relieve the congestion for years to come and has a total estimated cost of \$7,655,000.

The scope of the proposed phased project includes widening of the bridge structure to provide five lanes, minor ramp improvements, and minor arterial street improvements. Preliminary layouts were prepared and shared with the California Department of Transportation (Caltrans) who concurred with the proposed scope and the use the Streamlined Oversight Process (SOP) to expedite delivery of this Project.

Recommendation 1 – In accordance with SANBAG’s Strategic Plan Policy 40005/VFI-14, Valley Freeway Interchange revenues shall be allocated in order of interchange priority. The I-10/Pepper Avenue Interchange project is priority 19. Staff is requesting an exception to this policy so that an estimated \$369,600 of Measure I Valley Interchange funds may be used in conjunction with the City of Colton Nexus Fair Share of \$246,400, and the federal funds to complete the phased project.

A total of about \$7.1M of federal grants are programmed on the project; a small portion of these funds (approximately \$57,000) has been expended to date resulting in a balance of approximately \$7.04M of federal funds. Due to the age of the federal funds, there is a need to get this project under construction as soon as possible and avoid possible rescission of the federal funds.

At the October 3, 2012, Board meeting an item was presented entitled, Measure I Valley Freeway Interchange Project Delivery Initiative. After considering the information about the subject project which included the reduced scope and the risk of losing the federal funds, the Board included the I-10/Pepper Interchange project as one of the interchange projects that staff should determine a way to move forward.

It is recommended that the exception to SANBAG’s Strategic Plan Policy 40005/VFI-14 be approved.

Recommendation 2 – The proposed I-10 Pepper Interchange project was not included in SANBAG’s approved 2012/2013 fiscal year budget. A budget amendment to create a new Task Number is needed before staff can proceed with this project. Staff is recommending that the Board approve a budget amendment and the issuance of a new Task Number 0896. The budget amendment will authorize the expenditure of \$300,000 of Measure I Valley Fund Freeway Interchange funds, and a receivable of \$100,000 from the City of Colton for the 2012/2013 Fiscal Year.

Recommendation 3 – The proposed I-10 Pepper Interchange project was not anticipated during the preparation of SANBAG’s approved 2012/2013 fiscal year budget. Based on estimated expenditures through the rest of the 2012/2013 Fiscal Year for the Measure I Valley Interchange program, it appears that the current fiscal year revenue under the interchange program may not be able to accommodate this new project. To mitigate this cash flow issue, staff is recommending cash flow borrowing from the Measure I Valley Freeway program. Repayment of the funds borrowed will likely be addressed next fiscal year.

Recommendation 4 – This is a new contract. The agreement No. C13040, with the City of Colton and the County of San Bernardino, defines the roles and responsibilities of the parties for all phases of the project. The agreement, consistent with SANBAG’s Strategic Plan Policy 40001/VS-30, has the federal grants buying down the total project costs. The federal funds will be reprogrammed for construction. The cost of Preliminary Engineering and Environmental Document (PA&ED), Plans Specifications and Estimate (PS&E), and SANBAG management and oversight, will be shared 66/34 between SANBAG and the City of Colton pursuant to the provisions of the 2011 Nexus Study. Table 1 below summarizes the current estimated cost of the project and the funding breakdown. Staff would like to point out that the cost of environmental mitigation shown in Table 1 is only an estimate based on our best judgment at this time. This cost will be confirmed following consultation with Caltrans and the US Fish and Wildlife Service which staff intends to complete in the next six months.

TABLE 1

COMPONENT	ESTIMATED COST	FUNDING SOURCES		
		MEASURE I	CITY	DEMO/IMD
PA&ED	\$120,000	\$79,200	\$40,800	\$0
PS&E	\$440,000	\$290,400	\$149,600	\$0
R/W Support	\$0	\$0	\$0	\$0
R/W Capital	\$0	\$0	\$0	\$0
Construction Management	\$630,000	\$0	\$0	\$630,000
Construction Capital	\$4,979,000	\$0	\$0	\$4,979,000
Environmental Mitigation	\$1,430,000	\$0	\$0	\$1,430,000
SANBAG Management & Oversight	\$56,000	\$0	\$56,000	\$0
TOTAL	\$7,655,000	\$369,600	\$246,400	\$7,039,000

In summary, under Agreement C13040, SANBAG agrees to be the lead agency for the PA&ED, Right-of-Way (ROW), PS&E, and Construction phases of the Project, and to contribute towards the overall Project cost an amount not to exceed \$369,600 using Measure I funds. The City of Colton agrees to contribute towards the overall Project cost an amount not to exceed \$246,400. The County of San Bernardino consents to the use of the SAFETEA-LU DEMO funds that have already been authorized for the Project.

Please note, that the City of Colton staff has indicated that the City is going to request a loan for 2/3rds of their share from SANBAG from their Measure I Local Streets Program revenue in accordance with revised Measure I Strategic Plan Policy 40005/VFI-23.1, Section H - Development Mitigation Fair Share Loans and Loan Repayment. Once the request is received by the City, the loan request will be reviewed per the policy and a separate loan agreement prepared

and presented to the Board for consideration in the future. Although the loan is subject to a future Board approval, the City indicated that it is willing and able to proceed with the approval of this cooperative agreement.

Staff is recommending that the Board approve Cooperative Agreement No. C13040 with the City of Colton, and County of San Bernardino.

Recommendation 5 – As previously stated, to minimize the risk of the federal grants being rescinded, the project needs to proceed to construction as soon as possible. Under the current SANBAG procurement process, it could take up to six months to procure the services of a consultant to perform the work. Accordingly, staff is recommending that the Board authorize staff to negotiate task orders under the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the PA&ED, PS&E, and ROW activities. The use of the existing consultants is consistent with the discussion at the September 13, 2012 Major Projects Committee on the item entitled, Measure I Valley freeway Interchange Project Delivery Initiative. During the discussion staff stated and the Committee concurred with the use of our existing consultants.

The cost for the preparation of PA&ED and PS&E is estimated at \$560,000, which is in line with the independent cost estimate. This authorization will not require an increase in the contract amount for either contract. Staff recommends approval of this recommendation.

Financial Impact: This item has a direct impact on the adopted SANBAG fiscal year 2012/2013 budget. A budget amendment is required to establish a new task number and authorize spending of \$300,000 of Measure I funds and receiving \$100,000 of City of Colton funds for the fiscal year.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 13040 Amendment No. _____

By and Between

San Bernardino Transportation Authority and City of Colton & County of San Bernardino

Contract Description Environmental, Design & Construction Services for the I-10/Pepper Int.

Board of Director's Meeting Date: February 6, 2013	
Overview of BOD Action: Approve Contract No C13040 between SANBAG, City of Colton, and County of San Bernardino	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	246,400	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	246,400	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 246,400

Contract Start Date 2/06/2013	Current Contract Expiration Date 09/30/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <input checked="" type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? City of Colton local funds and MSI Valley Interchange, which will utilize cashflow borrowing from the MSI Valley Freeway Program in the amount of \$369,600 (SANBAG share) The receivable under this agreement is provided by the City of Colton only.	
<input type="checkbox"/> Federal Funds <input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Federal, Measure I & Local <input type="checkbox"/> Payable <input checked="" 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 _____ %	

PAUL MELOTON
Project Manager (Print Name)

Gary Cohoe
Task Manager (Print Name)

Andrea Turcotte
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

[Signature] 1/9/13
Signature Date

[Signature] 1-10-13
Signature Date

[Signature] 1-10-13
Signature Date

[Signature] 1-10-13
Signature Date

Signature Date

COOPERATIVE AGREEMENT NO. C13040

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,

CITY OF COLTON

AND

COUNTY OF SAN BERNARDINO

FOR

PREPARATION OF PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PA&ED), RIGHT-OF-WAY (ROW), PLANS SPECIFICATIONS AND ESTIMATE (PS&E), AND CONSTRUCTION FOR THE INTERCHANGE AT PEPPER AVENUE AND INTERSTATE ROUTE 10 IN THE CITY OF COLTON

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”), the City of Colton (hereinafter referred to as “CITY”), and the County of San Bernardino (COUNTY) (AUTHORITY, CITY, and COUNTY may be referred to herein as a “Party” and collectively “Parties”).

WITNESSETH

WHEREAS, improvements to the Interstate 10 at Pepper Avenue interchange, consisting of the reconstruction of the existing bridge over Interstate 10 (I-10) and the widening of Pepper Avenue from Slover Avenue north to Valley Boulevard and intersection improvements at Pepper Avenue and Valley Boulevard are identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study); and

WHEREAS, the improvements to I-10 at Pepper Avenue Interchange project have been separated into two phases: Phase 1 – Improvements to the intersection of Pepper Avenue and Valley Boulevard (PHASE 1) and Phase 2 – Improvements to the I-10 at Pepper Avenue Interchange (PHASE 2); and

WHEREAS, COUNTY has completed PHASE 1 and satisfied the COUNTY’s Nexus Study contribution to the I-10 at Pepper Avenue Interchange project; and

WHEREAS, CITY intends to improve the interchange on Interstate Route 10 (I-10) at Pepper Avenue in the City of Colton as part of PHASE 2 (hereinafter referred to as “PROJECT”); and

WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Development Mitigation Nexus Study prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

WHEREAS, two federal grants have been awarded to COUNTY for the PROJECT, consisting of TEA-21-LU DEMO (DEMO) funds of \$6,191,930 that require a 20% local match and Interstate Maintenance Discretionary (IMD) funds of \$904,540 that require no local match; and

WHEREAS, COUNTY supports AUTHORITY in seeking a transfer of the above-described grants by the federal government to AUTHORITY and CITY for the PROJECT; and

WHEREAS, these federal grants provide an opportunity to complete PROJECT at a relatively low cost to Parties; and

WHEREAS, the CITY is requesting a loan from SANBAG from their Measure I Local Streets Program revenue in accordance with revised Measure I Strategic Plan Policy 40005, Section H. Development Mitigation Fair Share Loans and Loan Repayment; and

WHEREAS, all Parties understand that the loan agreement is separate from this funding agreement and requires separate and future approval by both the CITY Council and SANBAG Board; and

WHEREAS, the Parties recognize the need to get the PROJECT under construction before the expiration of the current federal transportation bill in order not to risk possible rescission of the federal grants; and

WHEREAS, the Parties recognize that construction of the improvements is dependent on the California Department of Transportation (CALTRANS) issuing an encroachment permit for such improvement; and

WHEREAS, CITY commits to consider whether or not to approve a General Plan Amendment by no later than December 31, 2013 for the removal of Pepper Avenue from Slover Avenue to Aqua Mansa Road from CITY's Circulation Plan thereby eliminating future construction of that segment of Pepper Avenue; and

WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Report and Environmental Document (PA&ED), Right-of-Way (ROW), Plans Specifications and Estimate (PS&E), and Construction phases of the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY AGREES:

1. To be the lead agency for the PA&ED, ROW, PS&E, and Construction phases of the PROJECT. In the event the federal government does not approve, in whole or in part, a transfer of federal grant funds identified in this Agreement from COUNTY to AUTHORITY and CITY, then SANBAG will work with the COUNTY to process reimbursement of the federal funds through the COUNTY.
2. To contribute towards the overall PROJECT cost an amount not to exceed Three Hundred Sixty-nine Thousand Six Hundred Dollars (\$369,600) as shown in Attachment A, attached hereto and made part of this Agreement.
3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT PA&ED, ROW, PS&E, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
4. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT PA&ED, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific PA&ED, ROW, PS&E, and Construction work activities.
5. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT PA&ED, ROW, PS&E, and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
6. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the City Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.
7. Should SANBAG have to work through the COUNTY for reimbursement of the federal funds, SANBAG agrees to cooperate in having a PROJECT-specific audit completed by COUNTY, at its option, upon completion of the PROJECT PA&ED,

ROW, PS&E, and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

8. Should SANBAG have to work through the COUNTY for reimbursement of the federal funds, SANBAG agrees to reimburse COUNTY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due COUNTY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, COUNTY reserves the right to withhold future payments due AUTHORITY from any source under COUNTY's control.
9. To include CITY and COUNTY in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on PROJECT progress as well as to provide CITY and COUNTY with copies of PDT meeting minutes and action items.
10. To provide CITY and COUNTY an opportunity to review and comment on the PS&E documents.
11. To act as the Project Manager to perform the PA&ED, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY and COUNTY.

SECTION II

CITY AGREES:

1. To contribute towards the overall PROJECT cost an amount not to exceed Two Hundred Forty Six Thousand Four Hundred Dollars (\$246,400) as shown in Attachment A, "Project Funding Table", attached to and incorporated into this Agreement.
2. To designate a staff member that will be the CITY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the PS&E documents.
3. To complete review and provide comments on the PS&E documents within two weeks of receiving the review request from AUTHORITY.

4. To submit to the CITY Council for approval by no later than December 31, 2013, a General Plan Amendment for the removal of Pepper Avenue from Slover Avenue to Aqua Mansa Road from CITY's Circulation Plan thereby eliminating future construction of that segment of Pepper Avenue. In the event CITY does not approve a General Plan Amendment as described in this paragraph, then the CITY shall notify SANBAG by September 30, 2013, and the Parties shall meet and discuss prior to the approval of Construction Contract Documents.

SECTION III

COUNTY AGREES:

1. To support AUTHORITY in seeking a transfer of the \$6,191,930 in DEMO and \$904,540 in IMD federal grant funding that has been already obligated by the federal government to COUNTY for the PROJECT to AUTHORITY and CITY for the PROJECT, and to provide AUTHORITY all necessary letters of support and/or approvals to support such transfer.
2. To designate a staff member that will be COUNTY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the PS&E documents.
3. To complete review and provide comments on the PS&E documents within two weeks of receiving the review request from AUTHORITY.
4. COUNTY's Director of the Department of Public Work is authorized to act on behalf of COUNTY under this Section of the Agreement.

SECTION IV

IT IS MUTUALLY AGREED:

1. The scope of the PROJECT shall include widening of the Pepper Avenue bridge structure to provide five lanes, minor ramp improvements, minor arterial street improvements, and ancillary improvements. A conceptual layout of the improvements is shown on Attachment C, "Conceptual Layout", attached to and incorporated into this Agreement.
2. If a federal appropriation or earmark is used for PROJECT, application of those funds shall be consistent with AUTHORITY Policy 40001/VS-30.
3. COUNTY has satisfied the COUNTY's Nexus Study contribution to the I-10 at Pepper Avenue Interchange project in Phase 1 of the project and they shall be responsible for zero percent (0%) of PROJECT costs regardless of whether the federal government approves a transfer in the federal grant funds referenced in this Agreement.

4. Eligible PROJECT work reimbursements shall include only those costs incurred by AUTHORITY for the PA&ED, ROW, PS&E, and Construction work described in this Agreement and Attachment B, "Project Scope", attached to and incorporated into this Agreement.
5. No ROW acquisition or utility relocation are anticipated, but in the event ROW acquisition or utility relocation are required, the payment for such costs will be addressed in an amendment to this Agreement.
6. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
8. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
9. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY and under or in connection with any work, authority

or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

10. Neither COUNTY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
11. Neither COUNTY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
12. This Agreement shall terminate upon completion of Project and all Construction obligations of AUTHORITY, or on September 30, 2015, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
13. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

14. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
15. In the event AUTHORITY determines PROJECT PA&ED, ROW, PS&E, and Construction work may exceed the "not to exceed" amounts identified in Paragraph 2 of Section I and in Paragraph 1 of Section II of this Agreement, AUTHORITY shall inform CITY and COUNTY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT PA&ED, ROW, PS&E, and Construction costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.
16. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
17. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
18. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
19. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
20. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
21. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
22. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 6 through 11 of this Section.

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

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

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276
Fax: (909) 885-4407

If to CITY: Amer Jakher
City Engineer
160 South 10th Street
Colton, CA 92324
Telephone: (909) 370-5065
Fax: (909) 370-5072

If to COUNTY: Mazin Kasey
Deputy Director of Transportation
825 East 3rd Street
San Bernardino, CA 92415
Telephone: (909) 387-7916
Fax: (909) 387-8130

25. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. C13040
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, CITY OF
COLTON and COUNTY OF SAN BERNARDINO**

**San Bernardino County
Transportation Authority**

City of Colton

By: _____
Janice Rutherford
President, Board of Directors

By: _____
~~Sarah S. Zamora~~ Mayor
City of Colton

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
City Attorney

CONCURRENCE:

County of San Bernardino

By: _____
Jeffery Hill
Contract Administrator

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Scott Runyan
Deputy County Counsel

Attachment A

PROJECT Funding Table:

Component	Estimated Cost	Federal Funds*	City Share (34%)	Authority Share (66%)
PA&ED	\$120,000	\$0	\$40,800	\$79,200
ROW Acquisition/ Utility Relocation	\$0	\$0	\$0	\$0
PS&E	\$440,000	\$0	\$149,600	\$290,400
Construction (Including Construction Management)*	\$5,609,000	\$5,609,000	\$0	\$0
Environmental Mitigation*	\$1,430,000	\$1,430,000	\$0	\$0
SANBAG Management & Oversight	\$56,000	\$0	\$56,000	\$0
Total	\$7,655,000	\$7,039,000	\$246,400	\$369,600

*Federal funds awarded to the project include \$6,191,930 of TEA-21 Demo and \$904,000 of IMD (\$57,000 expended under the County's PA&ED obligation). Toll credits will be used for local match on the remaining \$7,039,000 of federal funds.

Attachment B

PROJECT SCOPE

A. Environmental Document Phase (PA&ED)

A project is proposed to widen the Pepper Avenue interchange with Interstate 10 in San Bernardino County. I-10 in the project area is an East/West freeway consisting of 8-lanes of general purpose traffic and a median of varying width. Pepper Avenue is a North/South major arterial in the City of Colton. Pepper Avenue forms a diamond interchange with I-10. Both I-10 ramp intersections with Pepper Avenue are signalized. West Valley Blvd. parallels I-10 approximately 400 feet to the North of the I-10 WB ramps and intersects Pepper Avenue with a fully developed 8-phase signalized intersection. North of West Valley Boulevard, Pepper Avenue is built out to its ultimate 6-lanes. South of the freeway, Pepper Avenue is currently a 2-lane facility serving commercial traffic. The Pepper Avenue overcrossing is 3-lanes wide with 4 foot shoulders in the SB direction and no NB shoulder. Pepper Avenue carries a high number of heavy vehicles and is an element of the City of Colton truck route master plan. Pepper Avenue experiences consistent queuing of traffic on the EB off ramp, and on SB Pepper Avenue between the EB ramp intersection and West Valley Boulevard. Queuing occurs in both the AM and PM peak hours.

The existing Pepper Avenue OC structure (54-0531) is a 4-span, pre-stressed concrete girder bridge. Total structure span is 237 feet. The minimum vertical clearance over the roadway is 16'-8". Structure depth is 4'-8" from the bottom of girders to the top of bridge deck. Given a minimum standard clearance of 16'-6" over the roadway, it is feasible to widen the existing bridge using a 2-span structure and still keep a standard vertical clearance. The widened portion of the bridge will be built of a sufficient length to clear any proposed widening of I-10.

This scope of services describes tasks related to the development of Preliminary Engineering and an environmental document for the project. The work will comply with the following general guidelines:

- The plans will be prepared in accordance with Caltrans' current policies and procedures.
- Drawings will be prepared in MicroStation Version 8 using Caltrans drafting standards.
- The plans will be prepared using English units of measure.

1.0 Project Management

1.1 Work Plan and Project Schedules

Authority will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis. The Project Schedule will be maintained in a standard format with Task ID's, Work Breakdown Structure (WBS) Elements. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members. Authority will use software, which adequately identifies the critical path and floats on tasks.

1.2 Meetings

Over the course of the project, numerous meetings will be required to advance the project. It is assumed there will be an average of one meeting per month during the duration of this contract. Authority will prepare and distribute agendas prior to the meetings. Authority will prepare meeting minutes and distribute them within five (5) working days after the meetings.

1.2.1 Monthly Project Development Team (PDT) Meetings

Authority will organize and run monthly PDT meetings with Caltrans and project stakeholders as required. Agendas, Meeting Minutes, and Action Item Lists will be prepared and distributed for each meeting. Authority will prepare for, coordinate and attend technical focus meetings with Caltrans and other stakeholders.

2.0 Utilities Coordination

2.1 Utility Verification

Initial utility verifications will be initiated including the following actions:

- Authority will prepare a letter to owners of utilities (Utility Letter #1) and send project plans to utility owners and request facility mapping within the project limits.
- Authority will maintain files in accordance with Caltrans filing requirements, and will provide Caltrans with duplicate files upon request.

2.2 Identifying Conflicts - Potholing

Authority will obtain approved encroachment permits and permits to enter, and provide traffic control for potholing within and adjacent to traveled lanes in accordance with Caltrans encroachment permit. Authority will coordinate with the respective utility owners to pothole their facilities. Authority will locate by potholing or other approved method, underground utilities to determine the elevations for clearance and to identify conflicts with the proposed improvements. Authority will coordinate with utility company inspectors during potholing operations. It is anticipated that there will be approximately 10 Utility Potholes.

Deliverables:

- ***Utility Verification: Letter #1***
- ***Identifying Conflicts: Utility Potholing***
- ***Conflict Resolution Plan: Letter #2***
- ***Liability Determination: Report of Investigation (ROI)***
- ***Notifying Owner: Notice to Owner (NTO)***
- ***ROW Utility Clearance Memo: Utility Clearance Memo***

3.0 Environmental Studies

3.1 Perform Environmental Studies

3.1.1 Air Quality and Greenhouse Gas Studies

Authority will prepare an air quality conformity analysis (AQCA) as required by Caltrans and FHWA to obtain an air quality conformity determination. Authority also will prepare an air quality technical report consistent with the technical requirements and methodologies outlined in the Federal Clean Air Act Transportation Conformity Requirements and Chapter 11 – Air Quality of the Caltrans Standard Environmental Reference (SER). In addition, a GHG analysis will be prepared consistent with current Caltrans SER Initial Study/EA guidelines. Authority will prepare a CE checklist (air quality) consistent with Caltrans SER and FHWA conformity requirements. A complete air quality conformity analysis report is not necessary. Authority will prepare an air quality technical analysis consistent with Caltrans Standard Environmental Reference (SER), Chapter 11. A full technical analysis would

not be required. However, a CO hotspots analysis will be performed consistent with Caltrans Transportation Project-Level Carbon Monoxide Protocol (1997) and a PM10 and PM2.5 hotspots analysis. Analyses of CO, PM10 and PM2.5 hotspots are expected to be performed qualitatively. A qualitative climate change analysis addressing greenhouse gases (GHGs) will also be included in the technical report based on Caltrans SER template language. In addition to preparing technical documentation necessary for a NEPA CE, Authority will calculate construction emissions generated from the project for CEQA documentation. Construction emissions will be calculated using the SCAQMD approved CalEEMod model and compared to appropriate SCAQMD CEQA thresholds. Greenhouse gas emissions generated from construction activities will also be calculated using CalEEMod and compared to the SCAQMD threshold. Results of this analysis will be summarized in a technical report for incorporation into CEQA MND sections. It is assumed that the project will not result in an increase in operational emissions or vehicle trips.

Deliverables: Approved Air quality technical analysis, including a qualitative GHG analysis; CE checklist (air quality).

3.1.2 Natural Environment Study - Minimal Impact

Since the existing interchange is in an urbanized area and work will occur within Caltrans right-of-way a Natural Environment Study - Minimal Impact (NESMI) will be prepared.

Deliverable: Approved NESMI

3.1.3 Cultural Resources Assessment

Authority's cultural and paleontological specialists will perform an archival records search to determine if any previously identified historical resources have been recorded in the study area and will perform limited due diligence-level research to support a finding of no eligible resources affected. This research will include: archaeological and historical maps, records and reports in the California Historical Resources Information System (CHRIS), San Bernardino Archeological Information Center (SBAIC), San Bernardino County Museum, as well as paleontological maps, records, and reports in the Regional Paleontologic Locality Inventory (RPLI), San Bernardino County Museum, the California Native American Heritage Commission's (CNAHC's) Sacred Land Inventory, and the General Land Office historical maps and land patents. In addition, Authority will send form letters requesting information and comments to Native American representatives identified by the CNAHC and maintain mail and telephone consultation logs. Authority's cultural and paleontological specialists will perform a site visit and field survey to confirm that no historic resources would be affected. Authority will also meet with Caltrans to define the Area of Potential Effects and to discuss review comments on draft reports. Authority's archaeologist and paleontologists will then conduct a full coverage pedestrian survey of the project site using systematic, 10-meter-wide transects. Upon completion, Authority will prepare California Office of Historic Preservation (OHP) record forms, including photographs and maps, for all isolated artifacts and archaeological sites visible on the project site surface, if any. Authority will prepare an Archaeological Survey Report (ASR), a Paleontological Identification-Evaluation Report (PIRPER), and a Historic Resources Evaluation Report (HRER) in compliance with Caltrans' standards and guidelines.

Deliverables: Approved Archaeological Survey Report (ASR); Paleontological Identification-Evaluation Report (PIR-PER), Historic Resources Evaluation Report (HRER)

3.1.4 Noise Study Report

Authority will evaluate potential noise impacts associated with construction activities and operation of the proposed project based on Caltrans' noise policies and procedures as they relate

transportation project planning and delivery. Authority will (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant federal regulations, state policies, local plans, regulations, ordinances, criteria, and guidelines related to traffic noise and ground borne vibration. Authority will provide thresholds to determine significant noise impact based on established applicable regulatory settings; (3) conduct up to five short-term (15-minute) ambient noise measurements to establish ambient noise levels in proximity to potentially affected noise sensitive land uses; (4) review the project construction schedule and equipment to estimate construction related noise levels at the adjacent noise sensitive uses; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project, (6) estimate (based on Caltrans Traffic noise prediction model) project related operation noise levels at the nearby residential land uses; and (7) identify potential mitigation measures where feasible. Mitigation design is not included in this scope of work. For the NEPA portion of the project, Authority will prepare documentation consistent with Caltrans Standard Environmental Reference (SER). Authority will prepare a noise technical memo documenting the noise screening procedure consistent with 2009 Caltrans Technical Noise Supplement (TeNS) and construction noise assessment consistent with Caltrans Traffic Noise Analysis Protocol (CaTNAP). Authority will prepare a draft Noise Study Report for the client's review and comments. Authority will submit a final NSR incorporating the client's comments.

Deliverable: Approved Noise Study Report (NSR) and Technical Memorandum

3.1.5 Initial Site Assessment (ISA)

Previous ISAs have been prepared in the project area. Two gas stations in the vicinity have been determined to have potential underground contamination issues. Excavation will be limited to the area within the freeway ramps and Pepper Avenue.

Deliverable: Approved Updated ISA

3.1.6 CE/IS-MND document

A CEQA Initial Study/Mitigated Negative Declaration (IS/MND) and a NEPA Categorical Exclusion (CE) will be prepared.

Deliverable: Approved IS/MND-CE

4.0 Preliminary Roadway Engineering

4.1 Engineering Surveys

4.1.1 Design/Field Surveys

Authority will complete field surveys for existing pavement, utilities and drainage features at selected locations. Authority will provide two working days of field work and related office services for design surveys that may be required.

Deliverable: Design/Field Survey

4.2 Geometric Approval Drawing (GAD)

Authority will prepare a Geometric Approval Drawing (GAD) for review and approval.

Deliverable: Geometric Approval Drawing

4.3 Prepare Geometric Approval Drawing (GAD-30% Plans)

Authority will prepare the following 30% submittal package:

4.3.1 Title Sheet

Authority will prepare the project title sheet in accordance with Caltrans policies and procedures.

Deliverable: 30% Title Sheet

4.3.2 Typical Cross Section Sheets

Authority will prepare typical section sheets.

Deliverable: 30% Typical Cross Section Sheets

Deliverable: 30% Key Map and Line Index

4.3.3 Roadway Layout Sheets

Authority will prepare layout sheets.

Deliverable: 30% Roadway Layout Sheets

4.3.4 Profile and Super-elevation Sheets

Authority will prepare profile and super-elevation sheets.

Deliverable: 30% Profile and Super-elevation Sheets

4.3.5 Preliminary Cost Estimate

Authority will complete a preliminary project cost estimate.

Deliverable: 30% Preliminary Cost Estimate

4.4 Preliminary Engineering Evaluation Report (PEER)

Authority will prepare all necessary components of a PEER including a traffic study.

Deliverable: Approved PEER

B. Plans, Specifications, & Estimate Phase (PS&E)

This scope of services describes tasks related to the development of Plans, Specifications and Estimate for the project. The work will comply with the following general guidelines:

- The plans will be prepared in accordance with Caltrans current policies and procedures.
- Drawings will be prepared in MicroStation Version 8 using Caltrans drafting standards.
- The plans will be prepared using English units of measure.

1.0 Geotechnical Studies

1.1 Preliminary Foundation Report

Authority will prepare a Preliminary Foundation Report in conformance with the 2009 Foundation Report Preparation for Bridges preparation manual by Caltrans. This report will provide preliminary seismic design data, preliminary foundation data, and preliminary recommendations to support bridge type selection and preliminary cost determination data.

Deliverable: Approved Preliminary Foundation Report

1.2 Field Investigation and Laboratory Testing

Authority will prepare and perform a field investigation to better quantify the subsurface conditions at the site and test representative recovered soil samples to better characterize the site soils engineering properties in conformance with the Caltrans 2010 Soil and Rock Logging, Classification, and Presentation Manual. For the interchange improvements, Authority proposes the following field investigation work:

- Mark out the proposed boring locations in the field and call in a USA Alert to help identify the existing utility conflicts in the field.
- If required, have a utility meeting with the utility representatives in the field for actual utility coordination.
- Obtain an Encroachment permit from Caltrans for work within their right-of-way.
- For the overcrossing bridge widening, two borings, one in the near vicinity of the existing abutments, will be drilled to a minimum depth of 50-feet below original ground to obtain disturbed soil samples for visual classification and later laboratory testing.
- For the ramp widening work, a minimum of four (4) soil borings will be drilled to depths between 5- and 30-feet below original ground to obtain disturbed soil samples for visual classification and later laboratory testing.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, plasticity testing, shear testing, and R-value testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.
- All of the boring information will be presented on Logs of Test Borings (LOTB's) in accordance with the latest Caltrans guidelines.
- All of the laboratory testing results will be summarized in tabular format and also presented on the LOTB's in accordance with latest Caltrans guidelines.

Deliverable: Completed field investigations and laboratory testing.

1.3 Bridge Foundation Report

Authority will prepare a Bridge Foundation Report to provide design and construction recommendations for supporting the PS&E phase of work. The report will include the following:

- A project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the project.
- A summary of the identified site soils, summary of the laboratory testing results, and a Log of Test Borings with the boring and laboratory information presented.
- A discussion of the regional seismology and seismic design parameters for the proposed project site.
- A liquefaction analysis and methods of remediation if required based upon the analysis results.
- An engineering soil profile of the project site which will be used to aid in the design of the proposed foundations.
- Structural pavement sections will be prepared using the results of the soil testing and the provided Traffic Index (TI) by Parsons for the approach pavement work.
- Approach embankment design recommendations will be prepared for the approach fill widening work.
- Construction recommendations with regard to the foundation construction, grading, over-excavation (if required), clearing and grubbing limits, and other recommendations for the bridge foundation construction will be provided.

- Contract Standard Special Provision (SSP) language will also be prepared for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding and construction.

A draft Bridge Foundation Report will be prepared and submitted for review and comment. Upon receipt of all comments a final Bridge Foundation Report will be submitted for project approval and use in developing the final Contract Documents.

Deliverable: Approved Bridge Foundation Report.

1.4 Geotechnical Design Report (GDR)

A Geotechnical Design Report will be prepared in general accordance with the Caltrans Guidelines for Preparing Geotechnical Design Reports, Version 1.3, December 2006 for the roadway improvement portions of the project. This report will include a general project description, scope of work performed, description of the field and laboratory work performed, and the following:

- Cut/fill slope stability recommendations provided based upon the subsurface and surficial observations of the site soil conditions obtained during the field investigation.
- An overview of the regional drainage and any observed erosion to natural and man-made slopes. Recommendations for infiltration basins will also be provided using USDA published relationships.
- An evaluation of the existing AC pavement and a discussion with recommendations for recycling/reuse of the existing AC for design, construction staging, volume of recycled determination, and cost and staging purposes.
- A discussion of the overall earthwork quantities for the project and potential locations of borrow material, HMA, AB, and potential disposal sites will be discussed.
- New HMA structural sections will be provided using the provided Traffic Index and R-value testing results from performed laboratory testing for the new roadway pavement section.

Deliverable: Approved Geotechnical Design Report

1.5 Materials Report (MR)

In accordance with Caltrans District 8 requirements, Authority will prepare a Materials Report to provide design and construction recommendations for supporting the PS&E phase of work. The report will include the following:

- An evaluation of the existing AC pavement and a discussion with recommendations for recycling/reuse of the existing AC for the preferred alignment for design, construction staging, volume of recycled determination, and cost and staging purposes.
- A discussion of the overall earthwork for the potential locations of borrow material, HMA, AB, and potential disposal sites will be discussed.
- New HMA structural sections will be provided using the provided Traffic Index and R-value testing results from performed laboratory testing for the new roadway pavement section.
- Standard Special Provision language for inclusion in the Contract Specifications.

Deliverable: Approved Materials Report

2.0 60% Roadway Plans and Estimate

The product of this task is completed 60% Roadway Plans.

2.1 Prepare Draft Roadway Plans (60%)

Authority will prepare the following draft 60% roadway plans:

2.1.1 Title Sheet

Authority will prepare the project title sheet in accordance with Caltrans policies and procedures.

Deliverable: 60% Title Sheet

2.1.2 Typical Cross Section Sheets

Authority will prepare typical section sheets.

Deliverable: 60% Typical Cross Section Sheets

2.1.3 Roadway Layout Sheets

Authority will prepare layout sheets.

Deliverable: 60% Roadway Layout Sheets

2.1.4 Profile and Super-elevation Sheets

Authority will prepare profile and super-elevation sheets.

Deliverable: 60% Profile and Super-elevation Sheets

2.1.5 Construction Detail Sheets

Authority will prepare construction detail sheets.

Deliverable: 60% Construction Detail Sheets

2.1.6 Contour Grading Sheets

Authority will prepare contour grading sheets.

Deliverable: 60% Contour Grading Sheets

2.1.7 Summary of Quantities Sheets

Authority will prepare summary of quantity sheets.

Deliverable: 60% Summary of Quantities Sheets

2.1.8 Stage Construction, Detour and Traffic Handling Plans

Authority will coordinate with Caltrans Construction and Traffic Operations Divisions to prepare stage construction detour, and traffic handling plans.

Deliverable: 60% Stage Construction, Detour, and Traffic Handling Plans

2.1.9 Water Pollution Control Plans

For the portions of the project within State Right-of-Way the Authority will prepare water pollution control plans and reports in coordination with Caltrans' Environmental Division NPDES Branch.

2.1.9.1 Temporary Water Pollution Control Sheets

Authority will prepare plans for temporary water pollution control facilities. Design of these facilities will include current Best Management Practices (BMP) and will conform to the requirements of Caltrans and the Regional Water Quality Control Board.

2.1.9.2 Erosion Control Sheets

Authority will prepare plans for permanent erosion control facilities. Design of these facilities will include current BMPs and will conform to the requirements of Caltrans and the Regional Water Quality Control Board.

Deliverable: 60% Water Pollution Control Plans

2.1.10 Hydrology & Hydraulics Report

2.1.10.1 Hydrology/Drainage Report

Authority will prepare a Hydrology and Hydraulics Report based on the preliminary report and comments from Caltrans District 8 Hydraulics Branch.

Deliverable: Hydrology/Drainage Report

2.1.10.2 Storm Water Data Report (SWDR)

For the portions of the project within State Right-of-Way, the Authority will update the SWDR to confirm that the programmed project includes sufficient right-of-way and budget for required storm water controls and identify project-specific permanent and temporary BMPs that may be required to mitigate impacts. Drainage areas and total disturbed area will be defined, as will climatic conditions, existing drainage site conditions, site permeability, soil texture, existing vegetation and groundwater.

Deliverable: Storm Water Data Report

2.1.10.3 Draft/Final Structures Hydraulics Report

Authority will provide a Draft/Final Structure Hydraulics Report for each structure.

Deliverable: Draft/Final Structures Hydraulics Report

2.1.11 Traffic Plans

Authority will complete traffic design plans for the project, including Signing and Pavement Delineation, Construction Area, and Traffic Electrical plans.

2.1.11.1 Signing and Pavement Delineation Sheets

Authority will prepare pavement delineation and roadside sign sheets.

2.1.11.1.1 Pavement Delineation Sheets

Authority will prepare pavement delineation sheets.

2.1.11.1.2 Sign Sheets

Authority will prepare overhead and roadside sign sheets.

Deliverable: 60% Signing and Pavement Delineation Sheets

2.1.11.2 Construction Area Sign Sheets

Authority will prepare construction area sign sheets.

Deliverable: 60% Construction Area Sign Sheets

2.1.11.3 Traffic Electrical Sheets

2.1.11.3.1 Traffic Signal Sheets

Authority will prepare plans to modify traffic signals. The plans will include details necessary to install the traffic signals.

Deliverable: 60% Traffic Electrical Sheets

2.1.12 Transportation Management Plan (TMP)

Authority will prepare an updated TMP.

Deliverable: TMP

2.1.13 Utility Plans

Authority will coordinate with Caltrans District 8 Right-of-Way Utilities Branch to prepare the project utility plans (if required). Work includes reviewing plans from utilities for relocation work performed by the utility provider to confirm there are no conflicts with their plans and the project's subsequent construction.

2.1.13.1 Utility Plan Sheets

Authority will prepare utility sheets. The utility sheets will include plan view delineation of existing and proposed utility relocations within the project limits. Relocation plans for utilities other than water and sewer will be provided by others.

2.1.13.2 Utility Detail Sheets

Authority will prepare connection details for tie-in/abandonment locations of the proposed water and sewer line into the existing lines on either side of the proposed highway improvements. Details for utilities other than water and sewer will be provided by others.

Deliverable: 60% Utility Plans

2.1.14 Drainage Plans

Authority will prepare drainage plan, profile and detail sheets.

2.1.14.1 Drainage Plan Sheets

Authority will prepare drainage plan sheets.

2.1.14.2 Drainage Profile Sheets

Authority will prepare drainage profile sheets.

2.1.14.3 Drainage Detail Sheets

Authority will prepare drainage detail sheets.

Deliverable: 60% Drainage Plans

2.2 Draft PS&E Quantities and Estimates

Authority will prepare project quantity sheets and BEES estimates for District PS&E draft circulation. A list of roadway contract items with item descriptions, item numbers, and units of pay, item pay codes, quantities, and estimated unit costs will be prepared.

2.2.1 Roadway Quantities

Authority will prepare roadway quantities.

Deliverable: 60% Roadway, Retaining Wall and Sound Wall Quantities

2.2.2 Planting Quantities-Sheets

Authority will prepare planting quantities-sheets.

2.2.3 Drainage Quantities-Sheets

Authority will prepare drainage quantities-sheets.

Deliverable: 60% Drainage Quantities-Sheets

2.2.4 Traffic Quantities-Sheets

Authority will prepare traffic quantities-sheets.

2.2.4.1 Stage Construction Quantities-Sheets

Authority will prepare stage construction quantities-sheets.

2.2.4.2 Construction Area Sign/Detour Quantities-Sheets

Authority will prepare construction area sign/detour quantities-sheets.

2.2.4.3 Pavement Delineation Quantities-Sheets

Authority will prepare pavement delineation quantities-sheets.

2.2.4.4 Sign Quantities-Sheets

Authority will prepare sign quantities-sheets.

2.2.4.5 Sign Quantities-Sheets

Deliverable: 60% Traffic Quantities

2.2.5 Electrical Quantities-Sheets

Authority will prepare electrical quantities-sheets

Deliverable: 60% Electrical Quantities

2.2.6 Erosion Control Quantities-Sheets

Authority will prepare erosion control quantities-sheets.

Deliverable: 60% Erosion Control Quantities-Sheets

2.3 Draft Roadway Special Provisions

Authority will prepare draft roadway special provisions.

Deliverable: Draft Roadway Special Provisions

3.0 Roadway 90% - 100% PS&E

Following the submittal of the Draft Roadway Plans (90%), Authority will perform an independent design review. Tasks include:

3.1 90% Roadway PS&E

3.1.1 90% Roadway PS&E

Authority will prepare the 90% Roadway PS&E which will include the following:

3.1.1.1 Updated Roadway Plans

Authority will update the Roadway Plans per comments from Caltrans.

3.1.1.2 Update Roadway Specifications

This task includes efforts required to prepare the draft Roadway Specifications for the non-structural items of the project.

3.1.1.3 Updated Roadway Estimate

Authority will update the Roadway Estimate per comments from Caltrans.

Deliverable: 90% Roadway Plans, Specifications and Estimates

3.2 100% Roadway PS&E

Authority will prepare the 100% Roadway PS&E which will include the following:

3.2.1 Updated Roadway Plans

Authority will update the Roadway Plans per comments from City and Caltrans on the 90% Roadway Submittal.

3.2.2 Draft Roadway Specifications

Authority will update the Roadway Specifications per comments from City and Caltrans on the 90% Roadway Submittal.

3.2.3 Updated Roadway Estimate

Authority will update the Roadway Estimate per comments from City Caltrans on the 90% Roadway Submittal.

Deliverable: 100% Roadway Plans, Specifications and Estimates

4.0 Preliminary Structures PS&E

4.1 Structure Site Plans

Authority will prepare Bridge Site Data Submittal (BSDS) packages for the Pepper Avenue Overcrossing:

Deliverable: Bridge Site Data Submittal Packages

4.2 Structures Type Selection Package

This task includes preliminary design, plan sheets, quantities, estimates, Type Selection, Seismic Retrofit Strategy, and constructability review. Also included are updates to the plans, quantities, and estimates resulting from review of the preliminary work and distribution of the approved General Plans to HQ DES and District Design representatives. Authority will produce, submit, and present a Type Selection Package for the bridges and special design retaining walls. Authority will schedule, conduct, and document a Type Selection Meeting in Sacramento to discuss and provide information on foundation and falsework requirements, proposed seismic design criteria, aesthetics, traffic handling, and other pertinent information related to bridge design, construction and maintenance. General Plans will be developed and submitted with the Type Selection package per the Office of Special Funded Projects (OSFP) Information and Procedures Guide (IPG). The Type Selection Package will contain:

- General Plans, General Plan Estimate, Vicinity Map, Type Selection Memo, Project Seismic Design Criteria, Preliminary Foundation Recommendations, and supporting documentation for seismic strategies and associated costs. For structures that will be widened, a seismic retrofit strategy will be discussed.
- Prior to the Type Selection meeting, the Authority will submit two copies of the Bridge Site Data Submittal, and the Boring Plan.
- In preparation for the Type Selection meeting, the Authority will furnish OSFP

with 14 Copies of the Type Selection Report; 1 Copy of the approved Bridge Site Data Submittal form and attachments; 2 Copies Draft Foundation Plan; 4 Copies of the Preliminary Foundation Report, and 1 electronic copy of the General Plan.

- Authority will prepare an Aesthetics Treatment Package for the structures. The package will consist of proposed aesthetically enhancing structural details and surface treatments. The package will be submitted to Caltrans and SANBAG for approval.
- After receiving written approval of the proposed General Plan and structure type, Authority will furnish OSFP with two copies of the Type Selection Review Meeting Summary, 40 copies of the updated General Plan and two copies of the General Plan Estimate. Type Selection Packages will be created for the following structure:

4.3 Structures Unchecked Details (60%)

Following approval of the Type Selection, Authority will perform Unchecked Details (60%) for Caltrans OSFP review. Tasks include:

- Perform structural analysis and develop draft design.
- Prepare draft structure plan sheets.
- Distributed unchecked details package to District, including plan Unchecked Structure Plans (paper and DGN), Draft Foundation Report and Draft Road Plans in accordance with OSFP IPG.
- Authority will support the creation of foundation plans in coordination with DES Geotechnical Services and District 6 representatives.

4.3.1 Pepper Ave OC

Authority will prepare Unchecked Details (60%) plans for the Pepper Ave OC:

Deliverable: Unchecked Details (60%) Structures Plans

5.0 Final Structures PS&E

Following approval of the Unchecked Details, Authority will perform Initial PS&E (90%) and Intermediate PS&E (95%) for Caltrans review. Tasks include:

5.1 Initial PS&E (90%)

5.1.1 Structures Independent Check

An independent design check will be conducted. Checking will include the preparation of an independent set of structural design check calculations and a review of the structural P&Q package. An independent check of the plans prepared in the Unchecked Details submittal will be completed including:

- Performing an independent structural analysis
- Check the design and plan sheets
- Perform an independent check of the draft quantities
- Prepare Memorandum to Specification Engineer/Cost Estimator
- Prepare Working Day Schedule

Authority will prepare independent checks for the following structure:

5.1.1.1 Pepper Ave OC

Deliverable: Structure Independent Check

5.1.2 Initial Structures PS&E (90%)

Authority will prepare the Initial Structures PS&E (90%) which will include the following:

5.1.2.1 Updated Structure Plans (90%)

Authority will update the Structure Plans per comments from OSFP and the Independent Check of the Unchecked Details (60%) submittal.

5.1.2.2 Draft Structures Special Provisions and Cost Estimate

This task includes efforts required to prepare the draft Structure Specifications and Estimate (SS&E). The activities include:

- Review of the structure plans and quantities.
- Review Memorandum to Specification Engineer/Cost Estimator.
- Update structure contract item list.
- Prepare draft special provisions.
- Update cost estimate for structure contract items and working day summary.
- Transmit draft PS&E package to District Office Engineer.

Deliverable: Initial Structures Plans, Specifications and Estimates (90% PS&E)

5.2 Final Structures PS&E (100%)

5.2.1 Updated Structure Plans (100%)

Authority will update the Structure Plans per comments from OSFP on the 90% PS&E Submittal. This task includes efforts required to prepare final structures plans for incorporation into the final SPS&E package. The activities include:

- Update plan sheets based on final project review (90% Constructability Review).
- Review and incorporate District and Structure Office Engineer comments into final structure plans and quantity calculations.
- Update Memorandum to Specification Engineer and other items for Resident Engineers.
- Update specifications based on final project review (90% Constructability Review).
- Update Basic Engineering Estimate System (BEES) estimate.
- Transmit final SPS&E package to District Office Engineer and/or DES Office Engineer for review.

5.2.2 Structures Special Provisions and Cost Estimate

Authority will update the Structure Special Provisions and Cost Estimate per OSFP comments on the 90% PS&E Submittal.

Deliverable: Final Structures PS&E (100%)

6.0 Ready to List Process

Authority will combine the Roadway and Structures PS&E's to enter into the Ready to List Process.

6.1 Combined Roadway/Structures PS&E for OE Review

The end product of the task is to provide plans, specifications, and estimates for PS&E district circulation. This task is comprised of the following sub-tasks:

6.1.1 Finalize Structures for incorporation into Roadway PS&E

This task is comprised of the following sub-tasks. The end product of the task is to provide Plans for PS&E District circulation.

6.1.1.1 Incorporate Draft Structures PS&E

Authority will incorporate structures plan sheets and the structures estimate for District PS&E circulation.

6.1.1.2 Circulate and Review Draft District PS&E Package

Authority will provide support for the District circulation of the draft PS&E package, including preparation of 50 plan sets for distribution. This sub-task also includes preparation of plan sets for a Plan Safety Review and a final Constructability Review.

Deliverable: District Circulation of Draft PS&E Package

6.2 Log-in and Final District Circulation

Authority will update PS&E deliverables as a result of the comments from the District PS&E circulation, Plan Safety Review, and Constructability Review.

Deliverable: Final District Circulation of PS&E Package

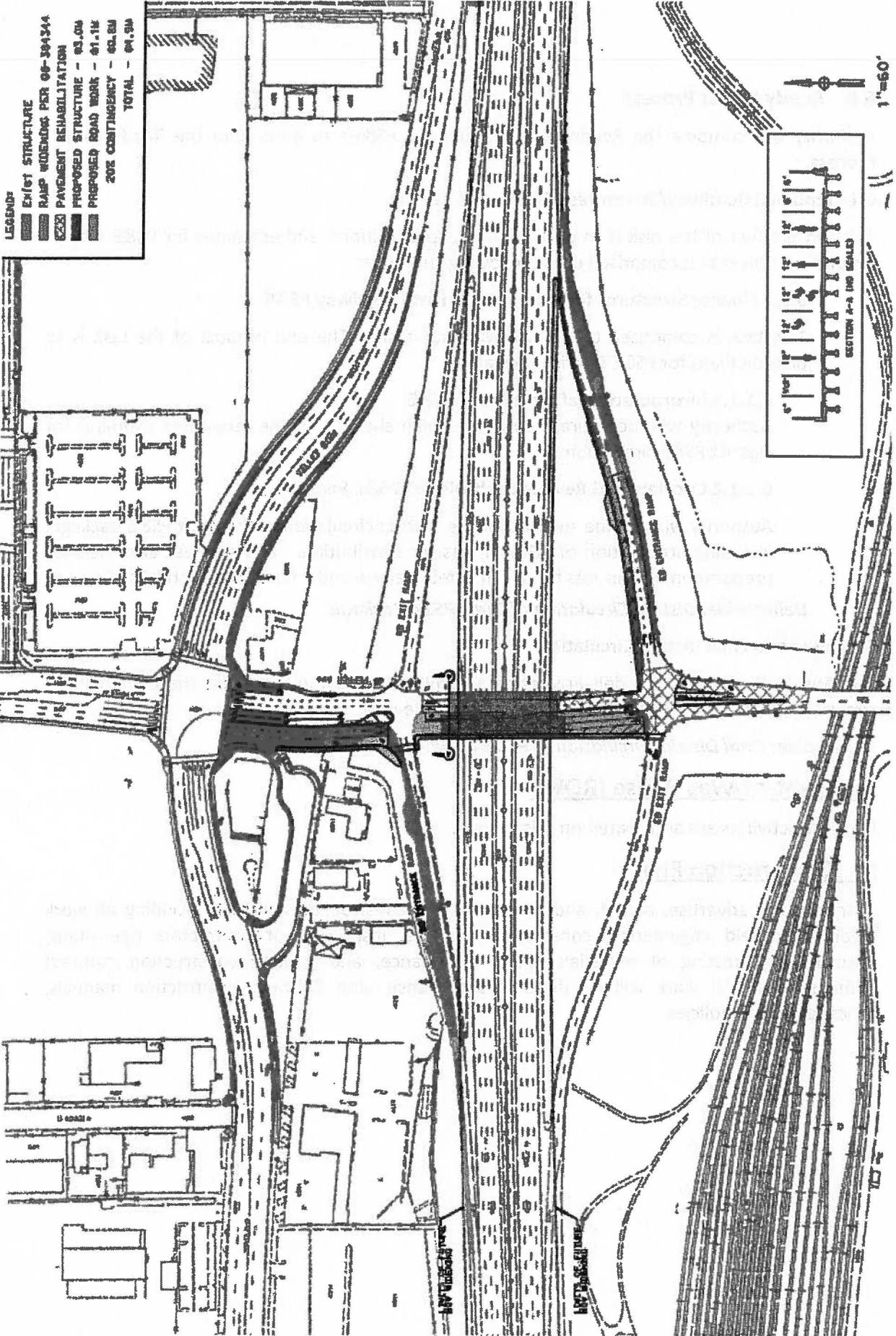
C. Right-of-Way Phase (ROW)

No ROW activities are anticipated on this project.

D. Construction Phase

Authority will advertise, award, and administer the construction contract, including all work involved in field engineering, construction surveys, inspection of contractors operations, sampling and testing of materials, labor compliance, and general construction contract administration. All work will be done in accordance with Caltrans construction manuals, procedures, and policies.

Attachment C
CONCEPTUAL LAYOUT





- 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: January 17, 2013

Subject: State Route 210 (SR-210) Segment 8 Establish Existing Planting Project

Recommendation:* That the following be reviewed and recommended for approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Plans, Specifications, and Estimate and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting Project.
2. Authorize San Bernardino Associated Governments' Staff to proceed directly to the Board of Directors without further consideration by the Metro Valley Study Session for the award of Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project.

Background: In November 2008, San Bernardino Associated Governments (SANBAG) approved Cooperative Agreement No. C09084 with the California Department of Transportation (Caltrans) whereby the State agreed to perform the Project Approval and Environmental Document (PA/ED) and Plans, Specifications, and Estimates (PS&E) phases of project development for landscaping four SR-210

*

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MVSS0301a-tk

Segments, 8 through 11, between Sierra Avenue in Fontana and the SR210/I-215 Interchange in San Bernardino.

In December 2010, the Board approved a Cooperative Agreement C10158 with Caltrans for SR-210 Segment 8 landscaping in the cities of Fontana and Rialto in which it was agreed that the San Bernardino County Transportation Authority would advertise, open bids, award, and approve the contracts in accordance with the California Public Contract Code and the California Labor Code. This agreement anticipated two contracts being issued: one for a highway landscaping component which included a one (1) year plant establishment, followed by another for four (4) years of plant maintenance.

In March 2011, the Board approved award of Contract No. C11105 to Pacific Restoration Group, Inc. for the highway landscape constructing and one-year plant establishment component. This contract is scheduled for completion in mid-May 2013.

Per the Cooperative Agreement C10158, SANBAG shall advertise and award a contract for the four (4) year landscape maintenance and shall be responsible for the water costs during the first two (2) years of the maintenance period. After the two years, Caltrans will be responsible for payment of water supplied for the project. The Engineer's Estimate for the cost of this maintenance work including supplemental funds and contingency is \$620,000.

In order to have no lapse in maintenance, Staff is recommending the Board approve the PS&E and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting (EEP) Project. It is also recommended that the award of the maintenance contract proceed directly to the Board of Directors without further consideration by the Board Metro Valley Study Session.

Financial Impact: The recommendations are consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding for this maintenance contract is Measure I Valley Major Projects, Task No. 0824.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and the IFB as to form.

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: January 17, 2013

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

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Repeal of the Board's June 6, 2012, approval of Utility Agreements C12199, C12200, C12201, C12249, and C12250 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve Utility Agreements C13094, C13095, C13096, C13097, and C13098 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project at estimated costs totalling \$1,381,480 as shown in Table 1 below:

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed:

COG	CTC	X	CTA	SAFE	CMA
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MVSS1301b-pm

- Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13094.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13095.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13096.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13097.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13098.pdf>

Table 1

Contract Number	Utility Owner	Description of Utility Work	Estimated Cost
C13094	Southern California Edison	Relocation of Electric Facilities	\$409,090
C13095	Southern California Edison	Relocation of Electric Facilities	\$99,076
C13096	Southern California Edison	Relocation of Electric Facilities	\$569,693
C13097	Southern California Edison	Relocation of Electric Facilities	\$204,545
C13098	Southern California Edison	Relocation of Electric Facilities	\$99,076
TOTAL			\$1,381,480

Background:

Five utility relocation agreements with Southern California Edison (SCE) were previously approved at the June 6, 2012, Board meeting. Five agreements for relocation of electric facilities to accommodate the I-215 Bi-County HOV Gap Closure project were approved by SCE staff prior to placement of these agreements on the June 6, 2012, Board agenda. Following Board approval, San Bernardino Associated Governments (SANBAG) staff was notified that SCE desired to make changes to the previously agreed to standard Department of Transportation (Caltrans) utility relocation contract language. These changes involve the deletion of the following three clauses from the agreements under the ‘Performance of Work’ and ‘General Conditions’ sections:

- “Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER’s contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.”
- “OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER’s failure to comply with the prevailing wage requirements. OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER’s failure to comply with the prevailing wage requirements.”
- “All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by the SANBAG Board of Directors.”

The language at issue is standardized contract language from Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Right of Way Manual. Deletion of the prevailing wages clauses is not preferred by staff and General Counsel, who have been in communication with SCE and Caltrans staff and

attorneys to resolve the prevailing wage issues. The issues arise out of California Labor Code sections 1720 and 1771 that require contract workers performing construction and installation work, that is paid for in whole or in part with public funds, must be paid prevailing wages. Under California law SCE must pay prevailing wages for relocation of their electric facilities under these agreements with SANBAG, if SCE uses non-SCE labor.

SANBAG has advised SCE that SCE is required to pay prevailing wages if contract labor is used for the work under the agreements, regardless whether the agreements so provide. After receipt of this information, SCE indicated that they will still not execute the agreements if they contain the prevailing wage requirement.

SANBAG's outside legal counsel has reviewed this issue to determine which party will be liable if the prevailing wage requirements are not met. The attorney's findings were that the risk lies with SCE. According to the attorney, "SANBAG will not be responsible for any costs, penalties, or assessments imposed on SCE or any other costs arising out of SCE's failure to pay prevailing wages as required by State law."

While it is preferred to include the prevailing wages language in the agreements, SCE's failure to timely execute the agreements and relocate the electric utilities could present SANBAG with the risk of delays during construction and could expose SANBAG to possibly substantial claims and additional costs. The liquidated damages for delay specified in the construction contract is \$6,806 per day. The construction contract was awarded on December 3, 2012, and a Notice to Proceed to the contractor is anticipated to be issued in late January. As such, staff is recommending that the Board approve the deletion of the above three clauses and approve the revised contracts to enable timely execution of these agreements and timely relocation of SCE's electric utilities.

Staff is therefore recommending approval of Utility Agreements C13094, C13095, C13096, C13097, C13098 to keep the project on schedule. Table 2 below summarizes the current project schedule:

Table 2

Environmental Approved	April 2011
Design Approved & R/W Certified	May 2012
Start Construction	January 2013
End Construction	May 2015

Financial Impact: This item is consistent with the adopted Fiscal Year Budget 2012/2013. Funding is provided under Task No. 0839. This item is consistent with the

adopted Fiscal Year Budget 2012/2013. Funding is provided under Task No. 0839. The funding source is MSI Valley Freeway.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed the draft contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

While it is preferred to include the following items in the...
 agreement. The...
 contract...
 below summarizes the common project schedule.

Table 1

Final Contract	May 2013
Start Construction	January 2013
Design Approval & RFP Issued	May 2012
Environmental Approval	April 2011

This item is consistent with the adopted Fiscal Year Budget 2012/2013.
 Funding is provided under Task No. 0839. This item is consistent with the



CONTRACT SUMMARY SHEET

Contract No. C 13094 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison (SCE)

Contract Description I-215 Bi-County HOV project – Utility Agreement

Board of Director's Meeting Date: February 6, 2013	
Overview of BOD Action: Approve Utility Agreement C13094	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	409,090	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	409,090	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 409,090

Contract Start Date February 6, 2013	Current Contract Expiration Date May 31, 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>0839</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI Valley Freeway	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
MSI Valley Freeway	
<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 _____ %	

PAUL MELOTON
Project Manager (Print Name)

Garry Chow
Task Manager (Print Name)

Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

[Signature] 1/9/13
Signature Date

[Signature] 1-10-13
Signature Date

[Signature] 1-10-13
Signature Date

[Signature] 1/10/13
Signature Date

Signature Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13094**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER Caltrans Approved U-12, 13 and 30		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

UTILITY AGREEMENT NO. 22457 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains **electric facilities along Interstate Route 215**

Within the limits of SANBAG Project which requires **relocation of electric facilities along I215**

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22457 dated 3/15/2012, OWNER shall relocate (2) Locations. Location (1) Edison Transmission facilities located on the East side of I215 near existing BNSF Railroad between De Berry Street and Pico Street. Location (2) Existing Power Pole #4387041E E. side of I215 at the N.W. corner of Newport Ave and Canal St. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # U-12, 13 and 30 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22457

II. LIABILITY FOR WORK

The existing facilities described in Section 1 above will be relocated at 100 % SANBAG expense in accordance with Section 5A of the Master Contract dated Nov. 1st, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 22457

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22457

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

SANBAG will acquire new rights of way in the name of either SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG's name, shall convey same to OWNER by Easement Deed. SANBAG's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS \$409,090.00.

Signatures on Following Page



CONTRACT SUMMARY SHEET

Contract No. C 13095 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utility Agreement

Board of Director's Meeting Date: February 6, 2013	
Overview of BOD Action: Approve Utility Agreement C13095	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	99,076	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	99,076	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 99,076

Contract Start Date February 6, 2013	Current Contract Expiration Date May 31, 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>0839</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? <u>MSI Valley Freeway</u>	
<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:	
<u>MSI Valley Freeway</u>	
<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 _____ %

<u>PAUL MEROGOTON</u>	
Project Manager (Print Name)	Date <u>1/9/13</u>
<u>Gary Colue</u>	
Task Manager (Print Name)	Date <u>1-10-13</u>
<u>Andrea Jurcick</u>	
Dir. of Fund Admin. & Programming (Print Name)	Date <u>1-10-13</u>
<u>Jeffery Hill</u>	
Contract Administrator (Print Name)	Date <u>1-10-13</u>
Chief Financial Officer (Print Name)	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13095**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER Caltrans Approved Sheet 3/4 and 4/4		
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

UTILITY AGREEMENT NO. 22456 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains **electric facilities along Interstate Route 215**

Within the limits of SANBAG Project which requires **relocation of electric facilities along I215**

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22456 dated 3/15/2012, OWNER shall relocate existing facilities. (2) Locations: (1) Relocate your Facility, Power Pole #2216768E located E. of I215 and N. side of Newport Ave. Bridge to avoid conflict with proposed new bridge work. (2) Relocate Facility Power Pole #1289692E located at Center Ave North bound exit ramp in Caltrans R/W to avoid conflict with proposed retaining wall. All work shall be performed substantially in accordance with OWNER's Plan #3/4 and #4/4 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Location (1) The existing facilities described above will be relocated at 100% SANBAG's expense in accordance with Section 5A of the Master Contract dated 11/1/2004. Location (2) The existing facilities described above will be relocated at 100% Owner expense in accordance with Section 5B of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 22456

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22456

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS \$99,076.00

Signatures on Following Page



CONTRACT SUMMARY SHEET

Contract No. C 13096 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utility Relocation

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Utility Agreement C12201
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CONTRACT OVERVIEW			
Original Contract Amount	\$	569,693	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	569,693	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 569,693

Contract Start Date February 6, 2013	Current Contract Expiration Date May 31, 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>0839</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI Valley Freeway	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
MSI Valley Freeway	
<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 _____ %

PAUL MEOCOTON	
Project Manager (Print Name)	1/9/13 Date
Garry Cohoe	
Task Manager (Print Name)	1-10-13 Date
Andrea Zureick	
Dir. of Fund Admin. & Programming (Print Name)	1-10-13 Date
Jeffery Hill	
Contract Administrator (Print Name)	Date
Chief Financial Officer (Print Name)	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13096**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER 190-2202-1, 196-2205-1 & 800126420		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

UTILITY AGREEMENT NO. 22645 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains **electric communication facilities along Interstate Route 215**

Within the limits of SANBAG Project which requires **relocation of electric communication facilities along I215**

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22645 dated 3/15/12, OWNER shall relocate Edison Communication facilities in (3) Locations: (1) Relocate your facilities and remove two existing PP's #1766610E and #1766609E to avoid conflict with proposed BNSF track shoofly (2) Remove PP's #X508S and #705412E to avoid conflict with BNSF Bridge construction (3) Relocate your facilities and remove PP's #12515705E and #1420599E to avoid conflict with new Newport Ave Bridge construction. All work shall be performed substantially in accordance with OWNER's Plan 190-2202-1, 196-2205-1 & 800126420 consisting of 1 sheet each,(3 sheets total) a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the

UTILITY AGREEMENT NO. 22645

work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

UTILITY AGREEMENT NO. 22645

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS \$569,693.00

Signatures on Following Page



CONTRACT SUMMARY SHEET

Contract No. C 13097 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utility Relocation

Board of Director's Meeting Date: February 6, 2013	
Overview of BOD Action: Approve Utility Agreement C13097	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	204,545	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	204,545	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 204,545

Contract Start Date February 6, 2013	Current Contract Expiration Date May 31, 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>0839</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? <u>MSI Valley Freeway</u>	
<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	
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>	
<u>MSI Valley Freeway</u>	
<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 _____ %	

<u>PAUL MELOWTON</u>		<u>1/9/13</u>
Project Manager (Print Name)	Signature	Date
<u>Garry Cohoe</u>		<u>1-10-13</u>
Task Manager (Print Name)	Signature	Date
<u>Andrea Tureick</u>		<u>1-10-13</u>
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffery Hill</u>		<u>1-10-13</u>
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13097**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER TD561697		
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

UTILITY AGREEMENT NO. 22707 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains **Electric facilities along Interstate Route 215**

Within the limits of SANBAG Project which requires **Relocation of electric facilities along I215**

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22707 dated 3/15/2012, OWNER shall relocate Edison Transmission facilities located at (2) Locations (1) PP's #4168954E & #4259160E located on W. La Cadena Dr. between Main St.& Maryknoll Ave. (2) PP's #4286983E & #4286951E located between Maryknoll Ave and the intersection of W. La Cadena Dr. and Iowa Ave. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # 561697 consisting of 2 sheets a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 50% SANBAG's and 50% Owner expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 22707

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22707

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **\$204,545.00**

Signatures on Following Page

CONTRACT SUMMARY SHEET

Contract No. C 13098 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utility Relocation

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Utility Agreement C13098
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CONTRACT OVERVIEW			
Original Contract Amount	\$	99,076	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	0	Contingency Amendment
TOTAL CONTRACT VALUE	\$	99,076	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 99,076

Contract Start Date February 6, 2013	Current Contract Expiration Date May 31, 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>0839</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? MSI Valley Freeway				
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: MSI Valley Freeway				
<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 _____ %	

PAUL MEROLOTON		1/9/13
Project Manager (Print Name)	Signature	Date
Gary Coche		1-10-13
Task Manager (Print Name)	Signature	Date
Andrea Wureick		1-10-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffrey Hill		1-10-13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13098**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER Caltrans Approved Sheet 2/4		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				

UTILITY AGREEMENT NO. 22708 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter called "Owner", owns and maintains **electric facilities along Interstate Route 215**

Within the limits of SANBAG Project which requires **relocation of electric facilities along I215**

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22708 dated 3/15/2012, OWNER shall relocate existing Distribution facilities PP #'s 4169777E & PP 1981346E located on W. La Cadena between Kluk Ln. and Main St. All work shall be performed substantially in accordance with OWNER's Plan #2/4 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described above will be relocated at 50% SANBAG expense and 50% OWNER expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill after notification

UTILITY AGREEMENT NO. 22708

of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.
within 360 days.

UTILITY AGREEMENT NO. 22708

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS \$99,076.00

Signatures on Following Page



- 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: January 17, 2013

Subject: Palm Avenue Grade Separation right-of-way certification and indemnification Resolution, Plans, Specifications, and Estimate approval, and Funding Application Resolution

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Adopt Resolution No. 13041 authorizing the Executive Director to execute the right-of-way certification for the Palm Avenue Grade Separation project and for other Commission projects where Caltrans requires right-of-way certification.
2. Approve plans and specifications and authorize advertising Invitation for Bids for construction of the Palm Avenue Grade Separation Project.
3. Approve taking the recommendation for award of the construction contract directly to Board without prior Metro Valley Study Session review.
4. Adopt Resolution No. 13042 authorizing filing an application with Caltrans for Grade Separation funding allocation, affirming Commission's ability to timely award construction contract within two years after funding is

*

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.

MVSS1301d-ds

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES13041.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES13042.docx>

allocated, and confirming sufficient local funds will be available as project work progresses.

Background:

These are the required approvals to allow the Palm Avenue Grade Separation project to proceed to construction and to apply for grade separation funding. Commission has been working with the City of San Bernardino through a Project Development Team (PDT) in completing the design and construction bid package for the Palm Avenue Grade Separation. This project will grade separate Palm Avenue and the BNSF Railway tracks, increasing safety and eliminating the delay at the existing at-grade crossing. Right-of-way has also been secured for the project which includes permanent roadway easements, utility easements, and temporary construction easements.

The Project is ready to proceed to construction. It is anticipated that the construction contract invitation for bids advertising period would begin in April, 2013, with bids opened in late May or early June and a contract award recommendation presented at the June or July, 2013 Board meeting. Construction is anticipated to last around 18 months.

Construction of the project is funded by Federal Demonstration earmarked funds, Projects of National and Regional Significance funding (PNRS), Congestion Management and Air Quality (CMAQ), State Trade Corridor Improvement Funds (TCIF), a project contribution from BNSF Railway and Measure I 2010-2040 Valley Major Streets funding. The State TCIF funds need to be allocated no later than June, 2013 with these funds only allocated after a project has been certified as ready to list for construction. It is anticipated these funds will be allocated at the March, 2013 California Transportation Commission (CTC) meeting. The Federal funds are currently in the fund obligation process, with completion expected within the next month or two. Caltrans and the Federal Highway Administration (FHWA) approval are required to use Federal funds on the project and authorize the project to proceed to construction. Upon receiving the funding approval and approval from the Commission, the project would then go out to bid.

To allow the project to proceed, the following actions are required and are set forth in the recommendations:

Recommendation 1: Approval of Resolution RES13041

The process for obligating federal construction funds requires approval of a Request for Authorization submitted to Caltrans Local Assistance. One component of this is providing a right-of-way certification stating that all property and utility rights required for construction of the project have been secured and that agreement has been reached with BNSF regarding impacts to their railroad facilities. In the case of the Palm Avenue Grade Separation project which is not on the state highway system, Commission (through Overland,

Pacific and Cutler (OPC)) rather than Caltrans, performed right-of-way acquisition services, and Commission, rather than Caltrans, is required to execute the right-of-way certification. Associated with the right-of-way certification, Commission must also agree to indemnify Caltrans from liabilities associated with the right-of-way certification since Caltrans did not perform the right-of-way activities. The resolution requests the Commission authorize the Executive Director or his designee to execute the Right-of-Way Certification that includes the requisite Caltrans indemnification, and to execute future Caltrans-required Right-of-Way certifications on other projects. Staff recommends approval of this resolution.

Recommendation 2: Approval of Plans, Specifications and Estimate (PS&E) and Authorizing Advertisement of Construction Invitation for Bids
The PS&E for the Project has been completed and the bid package is being finalized. Staff is requesting Commission approval of the PS&E and authorization for advertisement of the bid package for construction of this project.

Recommendation 3: Taking the recommendation for award of the construction contract directly to Commission without prior Metro Valley Study Session review.

Commission anticipates advertising this Project for bid in April, 2013, based on approval of Recommendations 1 and 2 of this agenda item, with bid opening scheduled six to seven weeks after the start of advertising. The draft contract is contained in the bid package which is submitted for approval in Recommendation 2.

At bid opening, an evaluation of funding will be done comparing the actual bid amount with the amount programmed. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Commission's consideration. This construction contract will be recommended for award based on verification of the lowest responsive bid in accordance with established criteria. Since the award of the contract is based on the lowest responsive bidder, it is recommended that the award of the construction contract proceed directly to Commission without prior Metro Valley Study Session review. This will allow the execution of the contract and start of construction to occur at the earliest possible date and ensure timely use of Federal and State funding.

Recommendation 4: Approval of Resolution RES13042

This is a new Resolution. The Palm Avenue Grade Separation Project is eligible for California Transportation Commission allocation of grade separation funding. The Palm Avenue Grade Separation Project currently is ranked number 29 on the statewide priority list. The annual budget for this grade separation funding program is around \$15-\$20 million, which typically results in varying

awards to about 5 projects. An award of funds depends, in part, upon project readiness and fund availability. Projects must be able to be award a construction contract within two years from the time of CTC award. Many projects fall off the priority list due to project readiness or lack of funds to fully fund the project. The funds request package is due on April 1st of each year. Approval of recommendations 1 and 2 and this resolution would allow Commission to submit a funding request package in 2013 before the April 1st deadline.

The proposed resolution authorizes filing an application with Caltrans for Grade Separation funding allocation, affirms Commission's ability to timely award the project construction contract within two years after funding is allocated, and confirms that sufficient local funds will be available as project work progresses (all federal, state, and local funds have already been programmed for the project). Staff recommends approval of this resolution.

Financial Impact: This item is consistent with the 2012/13 SANBAG Budget. This item has no impact on the current Fiscal Year Budget. The funds for construction will be obligated when the contracts for this phase are executed. Funding will be included in next year's draft budget. Task No. 0874

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel has reviewed this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

RESOLUTION NO. 13041

**A RESOLUTION OF SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION AUTHORIZING THE
EXECUTIVE DIRECTOR, OR HIS DESIGNEE, TO EXECUTE
RIGHT-OF-WAY CERTIFICATIONS FOR THE PALM AVENUE
GRADE SEPARATION PROJECT AND ALL OTHER
COMMISSION PROJECTS WHERE CALTRANS REQUIRES
COMMISSION RIGHT-OF-WAY CERTIFICATIONS.**

WHEREAS, Section 635.309 of Title 23 of the Code of Federal Regulations provides in part that as a condition precedent to advertising bids for construction of projects funded in whole or in part with Federal Highway Administration (FHWA) administered funds, the State must certify to the FHWA as to the status of right-of-way acquisitions, utility relocations and railroad operating facilities for such projects; and

WHEREAS, San Bernardino County Transportation Commission (Commission) projects receiving funding administered by the FHWA must provide the California Department of Transportation (Caltrans) with certifications of the right-of-way acquisitions, utility relocations and railroad operating facilities (Right-of-Way Certification) for such projects prior to advertising bids for construction of such projects; and

WHEREAS, the Palm Avenue Grade Separation project at the BNSF Railway Company tracks, (CPUC) No. 002-74.06A, in the County of San Bernardino, California (Project), is a Commission project funded in part with FHWA administered funds and for which Caltrans requires a Commission Right-of-Way Certification, in order to discharge Caltrans oversight obligations to the FHWA; and

WHEREAS, Commission desires to delegate authority to the Executive Director of San Bernardino Associated Governments, acting in its capacity as the Commission, to execute the Right-of-Way certification for the Project and Right-of-Way certifications required by Caltrans for other Commission projects.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission as follows:

SECTION 1. The Executive Director of SANBAG, or his designee, is authorized to execute on behalf of the San Bernardino County Transportation Commission the certification of the right-of-way acquisitions, utility relocations and railroad operating facilities for the Palm Avenue Grade Separation project at the BNSF Railway Company tracks, CPUC No. 002-74.06A, in the County of San Bernardino, California, in substantially the form attached to and incorporated into this Resolution as Exhibit A.

SECTION 2. The Executive Director of SANBAG, or his/her designee, is authorized to execute on behalf of the San Bernardino County Transportation Commission any Caltrans-required Commission certifications of the right-of-way acquisitions, utility relocations and railroad operating facilities for Commission projects, and to include in such certifications Caltrans-required indemnification language in the following form or such form required by Caltrans from time-to-time:

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

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the San Bernardino County Transportation Commission on February 6, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Janice Rutherford, Chairperson

ATTEST:

Vicki Watson,
Clerk of the Commission

2. STATUS OF ACCESS CONTROL

Local City street – Off State Highway System – no access control required.

3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:

BNSF Railway has approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract provisions. The project may now be advertised.

C & M Agreement:

Agreement No.	Railroad	Status	Approval Date
BF-10003191	BNSF	Pending	

4. MATERIAL SITE(S)

None required.

5. DISPOSAL SITES(S)

None required.

6. STATUS OF REQUIRED UTILITY RELOCATIONS:

All necessary arrangements have been made for the completion of all remaining utility work required to be coordinated with project construction. The special provisions in the contract provide for the coordination (see schedule below). Arrangements have been made with the owners of all conflicting utility encroachments which will remain within the right of way of the project so that adequate control of the right of way will be achieved.

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

Company	Type/Facility
Level (3) Communication	UG Fiber Optic
US Sprint Communication	UG Fiber Optic
Verizon Business Communication	UG Fiber Optic

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

Right of Way Notice No.	Notice Date	Company	Liability % (Owner=O) (City/CO.=C)	Type Facility	Relocation Schedule Start Date & End Date (or) Concurrent w/ Construction (or) Bid Item
120	12/19/12	SCE (Distribution)	Loc (1): 100% SANBAG Loc (2)(3)(4): 100% SCE	OH & UG Distribution	4/15/13 T
121	11/21/12	SCG (Distribution)	Loc (1): 100% SANBAG Loc (2): 100% SCG	UG Pipeline	4/15/13 T
122	12/19/12	Verizon	Loc (1): 100% SANBAG Loc (2)(3)(4): 100% Verizon	UG Fiber Optic	Concurrent

Additional Information required for each bid item:

Bid Item No.	Type Facility	Liability	Federal Participation
1	36" Water	100% SANBAG	None
2	Sewer MH	100% SANBAG	None

7. RIGHT OF WAY CLEARANCE:

There are no improvements or obstructions located within the limits of the project.

8. AIRSPACE AGREEMENTS:

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

9. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS:

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

10. COOPERATIVE AGREEMENTS:

San Bernardino County Transportation Authority, San Bernardino County Transportation Commission and City of San Bernardino Agreement No. C11180, dated 6/1/2011.

11. ENVIRONMENTAL MITIGATION:

No environmental mitigation parcels are required for this project.

12. CERTIFICATION

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(2). The project may be advertised with contract award being made at any time.

13. INDEMNIFICATION BY LOCAL AGENCY

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

COUNTY OF SAN BERNARDINO

By: _____
Garry Cohoe

As authorized: Resolution No. _____

Dated _____

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Federal Uniform Act and this Certificate is accepted on their behalf.

Accepted as to form and content:

By _____

Title _____

Date _____

Distribution:

Local agency completes this form, signs and sends it to the DLAE, who forwards it to District Right of Way for signature. Right of Way signs the completed form, keeps a copy for their files and sends original back to DLAE, who makes a copy of this file and sends the original back to the local agency. (There is an exception: If the local agency is doing work on an Interstate Highway, and requesting a Right of Way Certification #3 with a work-around, the Certification [Exhibit 13- B)] is sent to HQ Right of Way Local Programs, who forwards it to FHWA for their approval. But if the locals are doing work on the State Highway System, then they follow the instructions and guidelines of the *Right of Way Manual*, not the LAPM.)

RESOLUTION NO. 13042

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE FILING OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR ALLOCATION BY THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) OF \$5 MILLION OF GRADE SEPARATION FUNDS FROM FISCAL YEARS 2012/13, 2013/14 AND 2014/15; AND VERIFYING THAT SUFFICIENT COMMISSION FUNDS ARE AVAILABLE AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE PALM AVENUE GRADE SEPARATION CAN BE ACCOMPLISHED WITHIN TWO YEARS OF CTC FUNDING ALLOCATION.

WHEREAS, Section 1445 of Title 21 of the California Code of Regulations requires that applications for allocation of railroad grade separation funds have a certified copy of a resolution of the applicant's governing body authorizing the filing of the application; and

WHEREAS, Section 2456 of the California Streets and Highways Code requires that local agencies applying for allocations of railroad grade separation projects funding also attach to their application a certified resolution of the applicant's governing body stating that sufficient local funds will be made available as the work of the project progresses, and stating that all matters prerequisite to awarding the construction contract can be accomplished within two years after allocation of the funds for the project by the California Transportation Commission; and

WHEREAS, the Palm Avenue Grade Separation at the BNSF Railway Company tracks, California Public Utilities Commission (CPUC) No. 002-74.06A, is a project eligible for allocation of grade separation funds; and

WHEREAS, San Bernardino County Transportation Commission budgets for Fiscal Years 2012/13, 2013/14 and 2014/15 will meet the Commission's cash flow requirements and also provide for the Commission's share of the cost of the Palm Avenue Grade Separation Project; and

WHEREAS, the San Bernardino County Transportation Commission has obtained all necessary orders from the CPUC, will execute all necessary agreements with the BNSF Railway Company, will acquire all necessary rights-of-way or orders of possession granting Commission the immediate possession thereof, and will accomplish all other requirements prerequisite to awarding a contract for the Palm Avenue Grade Separation project within a two (2) year period after the date the California Transportation Commission allocate funds to this construction project.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission as follows:

SECTION 1. Sufficient funds will be available in San Bernardino County Transportation Commission's 2011/12, 2012/13 and 2013/14 Fiscal Year budgets for the Commission's

share of the Palm Avenue Grade Separation Project at the BNSF Railway Company tracks, California Public Utilities Commission (CPUC) No. 002-74.06A, DOT CROSSING NO. 929074M.

SECTION 2. All matters prerequisite to awarding the construction contract for the Palm Avenue Grade Separation Project can be accomplished within two years after allocation of the funds for the project by the California Transportation Commission. .

SECTION 3. The Executive Director, as an agent of the San Bernardino County Transportation Commission, is authorized to submit an application for allocation of grade separation funding for the Palm Avenue Grade Separation Project, and to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, etc. associated with the application.

SECTION 4. This Resolution shall take effect upon adoption.

ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California on February 6, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Janice Rutherford, Chairperson

ATTEST:

Vicki Watson,
Clerk of the Commission



- 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: January 17, 2013

Subject: Utility Agreement with San Bernardino Municipal Water Department for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Agreement No. C13085 with the San Bernardino Municipal Water Department for water pipeline relocation on the I-15/ I-215 Devore Interchange Reconstruction Project which commits San Bernardino Associated Governments to pay an estimated \$316,440 for the relocation of an existing water pipeline that will conflict with planned improvements within the project limits and to receive an estimated payment of \$911,560 for incurred costs for betterments and extension of the relocated water pipeline beyond the conflict area.

2. Approve a contingency of \$33,560 for the payable portion of Agreement C13085 and a contingency of \$88,440 for the receivable portion of this Agreement.

Background: San Bernardino Associated Governments (SANBAG), in conjunction with California Department of Transportation (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

*

Approved
 Board Metro Valley Study Session

Date: January 17, 2013

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

MVSS1301c-ds

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13085.docx>

was amended at the March 7, 2012, Board meeting to provide funding for the acquisition of property, utility relocations, and environmental mitigation. In this agreement, SANBAG is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties and utility relocations 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 fifteen (15) parcels for an aggregate not-to-exceed amount of \$3,000,000; at the July 11, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional thirty-one (31) parcels for an aggregate not-to-exceed amount of \$1,610,000; at the August 1, 2012, SANBAG Board meeting, an additional sixty-two (62) parcels for an aggregate \$9,930,000 was approved; at the September 5, 2012, SANBAG Board meeting, an additional eighteen (18) properties were approved at an aggregate \$1,625,000; at the October 3, 2012 SANBAG Board meeting, an additional three properties were approved at an aggregate \$165,000; and at the January 9, 2013 SANBAG Board meeting, an additional \$175,000 was approved for two revised appraisals and acquisitions. The total for all the requests to date is \$16,505,000 approved for right-of-way appraisals and acquisitions.

Per the right-of-way Cooperative Agreement, SANBAG is responsible for payment of project utility relocation costs. In this case, there is a conflict between proposed project improvements and an existing 16-inch water pipeline owned by San Bernardino Municipal Water Department (SBMWD). Since SBMWD has prior rights, the project is responsible for the relocation costs in the conflict area. The relocation will occur into the newly reconnected Cajon Boulevard being constructed as part of the project. In discussion with SBMWD they would like to increase the size of the pipe which is being relocated and to relocate additional length of pipeline into the newly constructed Cajon Boulevard reconnection beyond the conflict area. Doing all this work at the same time is cost effective and it will allow for better future access and maintenance and less disruption to the traveling public. This work is a betterment to the existing condition and is therefore not an eligible project cost. SBMWD has agreed to pay for these betterment costs as part of this agreement.

The actual design and construction of the relocation will be executed by the project Design Builder which is under contract to the Caltrans. The costs for the relocation of the water pipeline will be billed to SANBAG per the construction cooperative agreement C12216 and SANBAG will pay for those relocation costs in the conflict area. The costs incurred for the betterment portion of the work will be paid by SANBAG from funds already received from SBMWD for this work. The relocation payment will be based on actual costs. These costs are currently

estimated to be \$316,440 for the conflict portion which is 100% project cost paid by SANBAG and \$911,560 for the betterment portion which is a SBMWD cost paid by SANBAG from a deposit of funds by SBMWD.

Since these are estimated costs, this agenda item includes a roughly 10% contingency for both the payable and receivable portions of the Agreement. A contingency of \$33,560 is being specified for the payable portion of the Agreement and \$88,440 for the receivable portion. SANBAG staff recommends approval of this agreement.

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

Reviewed By: This item is also scheduled for review by the Mountain Desert Committee on January 25, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the standard contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 13085 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and San Bernardino Municipal Water Department

Contract Description Utility Agreement for the I-15/I-215 Interchange Reconstruction Project

Board of Director's Meeting Date: 2/6/13
Overview of BOD Action: Approve Utility Agreement

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	911,560.00	Original Contingency Amount	\$	88,440.00
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	\$	911,560.00	TOTAL CONTINGENCY VALUE	\$	88,440.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 1,000,000.00

Contract Start Date 2/6/13	Current Contract Expiration Date 2/6/16	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0880.
 A Budget Amendment is required.

How are we funding current FY? Funds will be received from San Bernardino Municipal WD.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Funds will be received from San Bernardino Municipal Water Department

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

DENNIS SAYLOR	<i>Dennis Saylor</i>	1/8/13
Project Manager (Print Name)	Signature	Date
<i>Gary Colwe</i>	<i>Gary Colwe</i>	1-10-13
Task Manager (Print Name)	Signature	Date
<i>Andrea Zureick</i>	<i>Andrea Zureick</i>	1-10-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<i>Jeffery Hill</i>	<i>Jeffery Hill</i>	1-11-13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13085**

DISTRICT 08	COUNTY San Bernardino	ROUTE 15/215	POST MILE SBD-14.4/16.4	EA OK7101
FEDERAL AID NUMBER N/A		OWNER'S PLAN NUMBER		
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

UTILITY AGREEMENT NO. 22905 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", in partnership with the California Department of Transportation, hereinafter referred to as "Caltrans" proposes to reconfigure Interstate 15/Interstate 215 (I-15/I-215) Interchange near Devore, an unincorporated area in the County of San Bernardino, CA. hereinafter referred to as the "Project". The Project includes the addition of one northbound lane and one southbound lane on I-15 between I-215 and Glen Helen Parkway, where the current freeway is three lanes in each direction. The addition of the new lanes will provide a continuous set of four lanes in each direction between State Route 60 and US Highway 395. Truck bypass lanes are proposed to help improve traffic flow. There are also interchange reconfigurations and some local street modifications including the reconnection of Cajon Blvd. between Devore Rd. and Kenwood Ave. The Project will be constructed by a Design Build firm, hereinafter referred to as "Design Build Highway Contractor", under contract to Caltrans.

San Bernardino Municipal Water Department

Hereinafter referred to as "Owner", owns and maintains

water facilities within Cajon Blvd. and crossing under the I-15 freeway

Within the limits of the Project which requires

relocation of water facilities located below the I-15 freeway and within the proposed Cajon Blvd. connector

to accommodate the Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22905 dated _____, OWNER shall review, revise, approve and accept Project's prepared utility relocation plans and coordinate its utility relocation construction inspection activities with the Project's Utility Inspector. The Design Build Highway Contractor shall relocate OWNER's water pipeline facilities as shown on Project approved plan _____ dated _____.

Deviations from the OWNER's plan described above initiated by either SANBAG/Design Build Highway Contractor or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such revised Notices to Owner, approved by SANBAG/Design Build Highway Contractor and agreed to and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER

UTILITY AGREEMENT NO. 22905

of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that SANBAG will request Caltrans to include the water pipeline relocation work as part of the Project highway construction contract. OWNER shall have access to all phases of the work to be performed by Design Build Highway Contractor for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by Design Build Highway Contractor, OWNER agrees to ownership and maintenance of the constructed facilities and relinquishes to Caltrans ownership of the replaced facilities.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG/Caltrans and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by Design Build Highway Contractor, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to SANBAG's Utility Inspector for their evaluation and final disposition.

OWNER agrees to perform the herein described work (inspection services only), excepting that work being performed by Design Build Highway Contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

UTILITY AGREEMENT NO. 22905

IV. PAYMENT FOR WORK

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Work shall be performed under Section I above at no expense to OWNER except as herein provided.

It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$911,560.00, said amount to be deposited upon demand in the accounting office of SANBAG. The final betterment payment shall be calculated based upon the actual quantities installed as determined by the Project's engineer, and the current cost data as determined from the records of the OWNER. In addition, the OWNER shall credit SANBAG at the time of the final billing for all depreciation and the salvage value of any material or parts salvaged and retained by the OWNER.

In the event actual final relocation costs as established herein are less than the sum of money deposited by OWNER to SANBAG, SANBAG hereby agrees to refund to OWNER the difference between said actual cost and the sum of money deposited. In the event that the actual cost of relocation exceeds the amount of money advanced to SANBAG, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse SANBAG said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Relocation Claim Letter request of April 24, 2012, to review, study and/or prepare relocation plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right-of-way where OWNER's facilities will remain on or be relocated on STATE/SANBAG highway right-of-way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties

UTILITY AGREEMENT NO.
22905

**THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS
\$316,440.00.**

Signatures on Following Page

UTILITY AGREEMENT NO.
22905

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Owner:
San Bernardino Municipal Water Department

APPROVED

APPROVED

By: _____
Janice Rutherford
President, Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator



- 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: January 17, 2013

Subject: State Route 210 (SR-210) Base Line Interchange Improvement Project (Project) in the City of Highland

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the SR-210 Base Line Road Interchange Project;
2. Approve Contract No. C13027 with the City of Highland for the preparation of Preliminary Engineering and Environmental Document (PA&ED) for the SR-210 Base Line Interchange for a total not-to-exceed cost of \$1,037,280, funded with \$602,660 of Measure I Valley Fund Interchange Freeway Program funds, and \$434,620 of City of Highland funds, as shown in Table 1;
3. Approve budget amendment to add new Task Number 0803 for the SR-210 Base Line Interchange Project and amend the current 2012/2013 fiscal year budget to include an amount of \$185,920.00 of Measure I Valley Fund Interchange Freeway Program funds and \$134,080.00 of City of Highland funds; and

*

Approved
Board Metro Valley Study Session

Date: January 17, 2013

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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MVSS1301a-mkb

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13070.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13027.docx>

4. Direct staff to negotiate with URS Corporation (URS) to amend existing Contract No. C12137 to include all PA&ED work for the Project.

Background:

The SR-210/Baseline Interchange is the second highest priority in the Measure-I 2010-2040 Freeway Interchange Program. Base Line is an East-West divided arterial in the City of Highland, and forms a tight diamond interchange with SR-210. This location has been experiencing high levels of traffic congestion resulting in low "levels of service". This has prompted the City of Highland to prepare a focused traffic study to determine future traffic demand and improvements needed. Based on the traffic study, staff, in coordination with the City of Highland and the California Department of Transportation (Caltrans), concluded that there was a need to widen Base Line at this location from its current 6-lane configuration to eight lanes in order to provide adequate levels of service and to improve the operation of the interchange.

The scope of the proposed Project includes widening existing Base Line between Buckeye Street and Seine Avenue, and improving the SR-210/Base Line interchange.

Recommendation 1 – This is a new agreement. The purpose of this Memorandum of Understanding (MOU) (Contract No. C13070), is to document the terms and conditions of cooperation between SANBAG and the City of Highland required to complete the PROJECT with respect to cost, funding shares, schedule, and scope. The MOU does not commit SANBAG or the City of Highland to perform work or provide funding for the project but provides the overall framework necessary to complete all phases of the PROJECT. Cooperative Agreements will be developed for each phase of the PROJECT that will identify the specific roles and funding responsibilities, such as the Cooperative Agreement included in Recommendation 2 for the PA&ED phase.

Recommendation 2 – This is a new contract with the City of Highland for PA&ED phase. Under the subject Contract No. C13027, the cost of the Project will be shared 58.1% / 41.9% between SANBAG and the City of Highland pursuant to the provisions of the 2011 Nexus Study. SANBAG agrees to be the lead agency for the PA&ED phase and to contribute their share per the Nexus Study which equates to \$602,660. The City of Highland agrees to contribute towards the PA&ED phase and contribute their share per the Nexus Study that equates to \$434,620. Table 1 below summarizes the current estimated cost of this phase of the Project and the funding sources:

TABLE 1

COMPONENT	ESTIMATED COST	FUNDING SOURCES	
		CITY	MSI Valley Fund Interchange Freeway Program
PA&ED	\$942,982	\$395,109	\$547,873
SANBAG Contract Management & Oversight	\$94,298	\$39,511	\$54,787
TOTAL	\$1,037,280	\$434,620	\$602,660

Staff is recommending that the Board approve Contract No. C13027 with the City of Highland.

Recommendation 3 – This is a new task and budget. The proposed SR-210/Base Line Interchange Project was not included in SANBAG’s approved 2012/2013 fiscal year budget. A new Task Number and a budget amendment are needed before staff can proceed with this Project. Staff is recommending that the Board approve a budget amendment and the issuance of a new Task Number 0803. The budget amendment will authorize the expenditure of \$\$185,920.00 of Measure I Valley Fund Interchange Freeway Program funds, and a receivable of \$134,080.00 from the City of Highland.

Recommendation 4 – This is an existing agreement. In December 2011, the Board awarded Contract No. C12137 to URS Corporation (URS) for the preparation of preliminary engineering and environmental document for the SR-210 Lane Addition project. The SR-210/Base Line interchange is located within the boundaries of the Lane Addition project. Staff, City of Highland, and Caltrans concur that constructing the SR-210/Base Line interchange concurrently with SR-210 Lane Addition project provides viable opportunities to save money and to reduce inconvenience to the public during construction. Furthermore, utilizing the services of the same consultant for both projects would facilitate coordination and would help in delivering both projects on time. Therefore, staff is recommending that the Board authorize staff to negotiate with URS Corporation in order to amend existing Contract No. C12137 to include all PA&ED work for the SR-210/Base Line Interchange project.

If authorized by the Board as requested herein, staff will negotiate an amendment to URS' Contract No. C12137, and will present the amendment for Board's consideration in the coming few months.

Financial Impact: This item has a direct impact on the adopted SANBAG fiscal year 2012/2013 budget. It requires a budget amendment to authorize spending of \$185,920.00 of Measure I funds and \$134,080.00 of City of Highland funds for the fiscal year.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract and final MOU.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 13027 Amendment No. _____

By and Between

San Bernardino Transportation Authority and City of Highland

Contract Description Preliminary Engineering & Environmental Document (PA&ED) for the SR-210/Base Line Interchange

Board of Director's Meeting Date: February 6, 2013	
Overview of BOD Action: Approve Contract No. C 13027 between SANBAG and City of Highland	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	434,620	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	\$	434,620	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 434,620

Contract Start Date <u>February 6, 2013</u>	Current Contract Expiration Date <u>07/31/2015</u>	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. 0803.	
<input checked="" type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? <u>MSI Valley Fund Freeway Interchange which will utilize cash flow borrowing from the Freeway Program in the amount of \$602,660 (SANBAG's share); & City of Highland</u>	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: <u>City of Highland shares 41.9% and SANBAG shares 58.1%.</u>	
<input type="checkbox"/> Payable <input checked="" 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 (Garry Cohoe)</p> <p><u>Paula Beauchamp</u> Project Manager (Paula Beauchamp)</p> <p><u>Jeffery Hill</u> Contracts Administrator (Print Name)</p> <p><u>Andrea Weick</u> Chief Financial Officer (Print Name)</p> <p><u>Andrea Weick</u> Director of Fund Administration & Programming</p>	<p><u>Sung Choe</u> 12-4-12 Signature Date</p> <p><u>Ray Brown</u> 7/19/13 Signature Date</p> <p><u>[Signature]</u> 12/21/12 Signature Date</p> <p><u>[Signature]</u> 1/9/13 Signature Date</p> <p><u>Andrea Weick</u> 12-20-12 Signature Date</p>
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COOPERATIVE AGREEMENT NO. C13027

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HIGHLAND

FOR

PREPARATION OF PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE IMPROVEMENT OF THE STATE ROUTE 210/BASE LINE INTERCHANGE IN THE CITY OF HIGHLAND

THIS COOPERATIVE AGREEMENT is made and entered into this _____ day of _____, 201_, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of Highland (hereinafter referred to as "CITY"), (AUTHORITY and CITY are each a "Party" and collectively "Parties").

WITNESSETH

WHEREAS, CITY intends to improve the interchange on State Route 210 (SR-210) at Base Line, in the City of Highland ("PROJECT"); and

WHEREAS, AUTHORITY is the lead agency for the preparation of preliminary engineering and environmental document for a project on SR-210 to add one mixed flow lane in each direction between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands ("SR-210 LANE ADDITION"); and

WHEREAS, PROJECT is geographically located within the boundaries of the SR-210 LANE ADDITION; and

WHEREAS, CITY considers PROJECT to be high priority and is willing to fund 41.9% of all costs associated with developing and constructing PROJECT, as per the Development Mitigation Nexus Study prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

WHEREAS, constructing the PROJECT concurrently with SR-210 LANE ADDITION provides viable opportunities to save money and to reduce inconvenience to the public during construction; and

WHEREAS, the Parties wish to enter into this Cooperative Agreement ("AGREEMENT") for the preparation of Preliminary Engineering and Environmental Document ("PA&ED") for PROJECT; and

WHEREAS, this Agreement is intended to delineate roles, responsibilities, and funding commitments relative to the preparation of the PA&ED for PROJECT; and

WHEREAS, it is anticipated that Parties will enter into future cooperative agreements relative to the Design, Right-of-Way, and Construction phases of PROJECT;

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY AGREES:

1. To be the lead agency for the PA&ED phase of the PROJECT.
2. To be responsible for 58.1% of the total PROJECT PA&ED cost, including AUTHORITY's contract management and oversight cost, in an amount not to exceed \$602,660 as shown in Attachment A, "Project Funding Table", attached to and made part of this Agreement.
3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT PA&ED work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
4. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT PA&ED costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific PA&ED work activities.
5. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT PA&ED work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
6. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties

hereto, the City Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.

7. To include CITY in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
8. To act as the Project Manager to perform the work on the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

SECTION II

CITY AGREES:

1. To be responsible for 41.9% of the total PROJECT PA&ED cost, including AUTHORITY's contract management and oversight cost, in an amount not to exceed \$434,620 as shown in Attachment A.
2. To designate a staff member that will be the CITY's representative in attending the PDT meetings, receiving day to day communication, and reviewing the PA&ED documents.
3. To complete review and provide comments on the PA&ED documents within two weeks of receiving the review request from AUTHORITY.

SECTION III

IT IS MUTUALLY AGREED:

1. The scope of the PROJECT shall include widening Base Line from Buckeye Street to Siene Avenue and improving the SR-210/Base Line interchange. A conceptual layout of the improvements is shown in Attachment B, "Conceptual Layout", attached to and incorporated into this Agreement.
2. Eligible PROJECT PA&ED work reimbursements shall include only those costs incurred by AUTHORITY for the preparation of the PA&ED work described in this Agreement and Attachment C, "Project Scope", attached to and incorporated into this Agreement.
3. If a federal appropriation or earmark is used for PROJECT, application of those funds shall be consistent with SANBAG Policy 40013/VV-MLH-27.
4. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of

anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

5. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
7. This Agreement shall continue in full force and effect through July 31, 2015.
8. This Agreement shall not be terminated without written mutual consent by all Parties.
9. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to this Agreement.
10. In the event AUTHORITY determines PROJECT PA&ED and AUTHORITY's contract management and oversight costs may exceed the not to exceed amounts identified in this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT PA&ED and AUTHORITY's contract management and oversight costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.
11. Except on subjects preempted by federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

12. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
13. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
14. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
15. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 4 and 5 of this Section.
16. This Agreement may be signed in counterparts, each of which shall constitute an original.
17. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276
Fax: (909) 885-4407

If to CITY: Ernest Wong
Public Works Director/City Engineer
27215 Base Line
Highland, CA 92346
Telephone: (909) 864-8732 Ext. 212
Fax: (909) 864-3180

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first written above and is effective on the date signed by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE:

**San Bernardino County
Transportation Authority**

City of Highland

By: _____
Janice Rutherford
President, Board of Directors

By: _____
Larry McCallon, Mayor
City of Highland

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Craig Steele
City Attorney

By: _____
Jeffery Hill
Contract Administrator

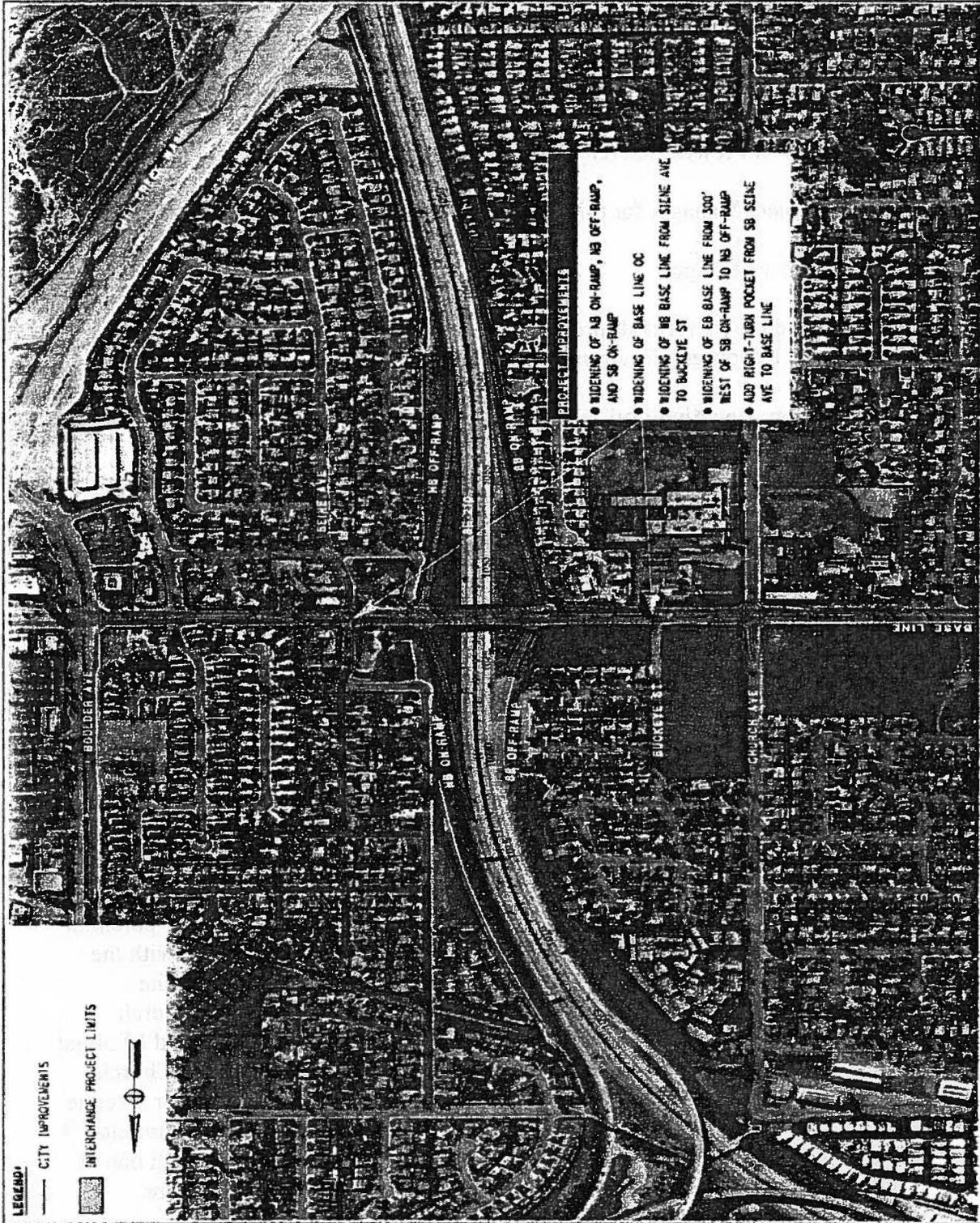
Attachment A

PROJECT Funding Table:

Component	Cost	City Share (41.9%)	Authority Share (58.1%)
PA&ED	\$942,982	\$395,109	\$547,873
SANBAG Contract Management and Oversight	\$94,298	\$39,511	\$54,787
Total	\$1,037,280	\$434,620	\$602,660

Attachment B

CONCEPTUAL LAYOUT



- PROJECT IMPROVEMENTS**
- WIDENING OF NB ON-RAMP, NB OFF-RAMP, AND SB ON-RAMP
 - WIDENING OF BASE LINE OC
 - WIDENING OF NB BASE LINE FROM SEINE AVE TO BUCKETTE ST
 - WIDENING OF EB BASE LINE FROM 300' WEST OF SB ON-RAMP TO NB OFF-RAMP
 - ADD RIGHT-TURN POCKET FROM SB SEINE AVE TO BASE LINE

NO SCALE

SB-210/BASE LINE INTERCHANGE PALED



Attachment C

PROJECT SCOPE

1. Project Description and Assumptions

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

The SANBAG Project Manager for this contract shall be:

Mary Brown, Project Manager

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

Project Description, Location and Scope

The Project purposes to widen existing Base Line from Buckeye Street to Siene Avenue and to improve the SR-210/Base Line interchange. The SR-210/Base Line interchange was constructed in the early 1990's when the mainline SR-210 freeway was originally constructed.

In May 2008, Caltrans approved a Project Study Report/Project Development Support (PSR-PDS), which identified one build alternative to increase capacity of SR-210 from I-215 to I-10. In April 2012, SANBAG initiated a contract with URS to prepare a Project Report and Environmental Document to widen a segment of SR-210 from Highland Avenue to San Bernardino Avenue by adding one mixed flow lane in each direction of the freeway. The freeway widening project also includes the creation of auxiliary lanes between the Base Line interchange and the 5th Street interchange and an eastbound acceleration lane from the 5th Street entrance ramp. The SR-210/Base Line interchange lies within the segment of SR-210 proposed for widening in the URS contract.

In September 2010, The City of Highland completed a Traffic Study to identify potential improvements at the SR-210/Base Line interchange that would be compatible with the proposed SR-210 mainline improvements. The City Traffic Study established the preferred Base Line 2040 Master Plan Configuration for Base Line between Church Avenue and Boulder Avenue. The preferred alternative was called the Proposed Minimal Improvements Alternative, which includes minor widening of Base Line from Church Avenue to the freeway interchange and from the freeway interchange to Boulder Avenue. At the interchange it was proposed to widen the overcrossing structure to accommodate 3 through lanes westbound, 2 through lanes eastbound and dual left turn lanes with one of left turn lanes configured "back-to-back" for a total of 8 lanes across the structure.

The City of Highland prepared a planning study, environmental documentation and final designs to implement a portion of the Base Line improvements east of the interchange.

The City's project includes:

- Widening eastbound Base Line to the south to add a right turn lane to southbound Siene Avenue
- Widening southbound Siene Avenue at Base Line to add a right turn lane to westbound Base Line
- Widening southbound Siene Avenue at Base Line to add a second left turn lane to westbound Base Line
- Add a raised median island from Siene Avenue to Boulder Avenue

It is anticipated that the City's improvement project will be constructed by the end of 2013.

SANBAG reviewed the City of Highland's Base Line 2040 Master Plan Configuration Traffic Study and expanded the improvement recommendations to include the interchange ramps and connections to the mainline freeway. SANBAG prepared a summarized study of the interchange improvements in August 2012. SANBAG recommended the following interchange ramp improvements:

- Widen the westbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the eastbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the westbound exit ramp to 2 lanes and expanding to 3 lanes at the ramp terminal intersection
- For the westbound exit ramp, create a two-lane exit ramp at the ramp junction with SR-210
- Install ramp metering systems on both eastbound and westbound entrance ramps

Therefore, based on current data and information, SANBAG anticipates the scope of the proposed SR-210/Base Line Interchange Improvement Project to include:

1. Widen eastbound Base Line from the west line of the gas station/fast food restaurant parcel located east of Buckeye Street to the eastern curb return of the westbound ramp terminal intersection. Widen westbound Base Line between SR-210 entrance ramp and Siene Avenue to add a right turn lane to westbound SR-210. Widen Southbound Siene Avenue at Base Linet to add right turn lane to westbound Base Line.
2. Widen the overcrossing structure to 8 lanes (3 westbound through lanes, 2 eastbound through lanes, dual left turn lanes with one back-to-back left turn lane)
3. Widen the Base Line interchange entrance ramps to 2 mixed flow lanes plus one HOV preferential lane

4. Widen the westbound exit ramp to 2 lanes, expanding to 3 lanes at the ramp terminal intersection
5. Create a two-lane exit at the Base Line westbound exit ramp junction

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

Applicable Standards

All documents will be prepared in accordance with current SANBAG, Caltrans and City of Highland (City) regulations, policies, procedures, manuals and standards; where applicable.

Services Performed by URS

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

General Description of Required Services

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

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

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

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

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

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

G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion or revisions to the Scope of Services will not be made without prior written approval from SANBAG. URS shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

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

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

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

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

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

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

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

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

The following scope of work is to prepare the preliminary engineering, Project Report, environmental technical studies and Environmental Document for the SR-210/Base Line Interchange Improvement Project, as described above. Within this scope of work, the Project is referred to as the SR-210/Base Line Interchange Improvement Project, or the Project for brevity.

The Project includes the following improvement elements that have been defined by the City of Highland and SANBAG:

- Widen Base Line through the interchange to meet the planned lane configurations of Base Line in accordance with the City of Highland's concept study. Widening through the interchange will connect back to existing Base Line as quickly as possible west and east of the ramp terminal intersections to minimize work along Base Line away from the interchange, taking into consideration safety and operational requirements and good engineering practice.
- The entrance ramps will be widened to accommodate an HOV preferential lane (total of three lanes prior to the ramp metering limit lines).
- The westbound exit ramp will be widened to two lanes and expanded to three lanes at the ramp terminal connection to Base Line.
- Create a two-lane exit at the westbound ramp junction.
- No work is included on the eastbound exit ramp.
- Widening of Base Line between Buckeye Street and the eastbound ramps is included; westbound between the freeway ramps to the easterly curb return of Buckeye Street and eastbound from the service station driveway/west property line to the freeway ramps to accommodate street widening/right turn pocket leading to the eastbound entrance ramp.
- Widening of Base Line between Seine Avenue and the westbound freeway ramps is included in the westbound direction only from the westerly curb return of proposed Seine Avenue improvements to the freeway ramps to accommodate a right turn pocket leading to the westbound entrance ramp.
- West of the freeway project, Base Line raised median improvements from SR-210 to Church Avenue are not included as part of this interchange improvement

project. These improvements will be addressed as a separate City of Highland project in the future.

- East of the freeway project, eastbound Base Line widening and raised median improvements from SR-210 e to Boulder Avenue are not included as part of this interchange improvement project. These improvements are either already being constructed or will be addressed as a separate City of Highland project in the future.
- Auxiliary lanes between Base Line and 5th Street-Greenspot Road are already being contemplated and included within the proposed improvements for the SR-210 Mixed Flow Lane Addition project; therefore, they will not be addressed as part of the interchange improvement project for the eastbound entrance ramp or the westbound exit ramp.
- No auxiliary lanes are contemplated between Base Line and the SR-330 freeway-to-freeway interchange and they are not included in the Base Line interchange project studies.
- No work is anticipated on the connector ramps of the SR-210/SR-330 Junction.
- Storm water quality Best Management Practice (BMP) features will be considered as part of the Project at select locations where identified benefits outweigh impacts.
- New or modified drainage systems within the ramp shoulders and in-field areas or new roadside swales (such as biofiltration BMPs) will be studied to convey both storm water quality flows and peak flows to existing outlets and historically identified off-site drainage facilities.
- Ramp metering systems will be included on the eastbound and westbound entrance ramps of the SR-210/Base Line interchange.
- HOV preferential lanes will be added to the two existing entrance ramps.
- Several existing utilities will need to be studied for their impacts on the interchange improvement and Base Line widening project.

2. Non-standard Mandatory and Advisory Design Features

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

Mandatory Design Standards:

- Interchange Spacing - Between Base Line and the SR-210/SR-330 junction.
- Interchange Spacing - Between Base Line and the 5th Street-Greenspot Road interchange.

- Stopping Sight Distance (Sag Vertical Curve) – Northbound Entrance Ramp
- Stopping Sight Distance (Crest Vertical Curve) – Northbound Entrance Ramp
- Lane Widths (11-foot lanes) – East and West of Ramp Terminal Intersections
- Distance Between Ramp and Local Road Intersections – Northbound Ramps and Seine Avenue
- Minimum Weave Length – Base Line to SR-330

Advisory Design Standards:

- Two Curb Returns for New Construction – Northbound and Southbound Ramp Terminal Intersections
- Superelevation Transitions – All ramps
- Superelevation Runoff – Northbound Entrance Ramp
- Algebraic Grade Difference < 2% - Northbound Entrance Ramp
- Median Width for Conventional Highways – Base Line
- Angle of Intersection – Northbound Entrance Ramp
- 4:1 Embankment Slopes – Ramp Widening

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

Existing nonstandard design features related to the southbound exit ramp, where no improvements are proposed in this interchange improvement project, should not need to be justified through these project studies.

3. Assumptions in addition to the Project Description

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

General Assumptions:

1. Only one Build alternative will be developed and analyzed in the various preliminary engineering and environmental technical studies.
2. The duration of the project to deliver the complete and approved Project Approval and Environmental Document is assumed to be 24 months.
3. The design will be prepared in English units.
4. No Project Study Report (PSR) or Preliminary Environmental Analysis Report (PEAR) will be prepared or required.
5. No Modified Access Report (MAR) will be prepared or required.
6. No issues related to Logical Termini or Independent Utility will be present based upon the City of Highland's proposed project improvements, alignment and limits.

7. Extensive traffic analyses and justification for the existing nonstandard interchange spacing between Base Line and the SR-210/SR-330 freeway-to-freeway interchange and between Base Line and the 5th Street-Greenspot Road interchange will not be required.
8. No Public Hearing or Public Informational Meeting is anticipated nor included.

Data Collection Assumptions:

1. Aerial topographic mapping prepared for the SR-210 Mixed Flow Lane Addition project will be adequate for preliminary engineering and environmental studies.
2. Utility information will be requested and obtained from known utility owners and agencies. Data collection for utilities will focus on facilities within and adjacent to Base Line.

Roadway Design Assumptions:

1. The existing drainage systems will generally be maintained with the exception that an incremental increase in runoff due to widening of Base Line and the interchange ramps. Analysis and proposal of new inlets/systems will be estimated without laying out specific new systems and cost will be estimated as a percentage of the existing drainage improvements. Cross drainage systems are assumed to generally remain in place.
2. Detailed stage construction and traffic handling concepts should not be necessary for this PA&ED phase since they are not anticipated to affect the disturbance footprint of the project.
3. New ramp meters will be considered at the SR-210/Base Line entrance ramps.

Bridge Design Assumptions:

1. Significant seismic retrofit of the existing overcrossing structure is not expected due to the relatively recent construction of this bridge.

Preliminary Drainage Report Assumptions:

1. The storm water quality BMP approach discussed in the draft Storm Water Data Report (PSR/PDS) for the SR-210 Mixed Flow Lane Addition project will be an acceptable approach for storm water treatment to be utilized for the interchange project.
2. Where design flows are required for analysis or design purposes at major flood control facilities that cross the freeway, the necessary design year Qs will be provided by the agency having jurisdiction over the facility so that hydrology of the entire tributary watershed does not need to be evaluated as part of the freeway widening project.

Environmental Document and Permitting Assumptions:

1. The National Environmental Policy Act (NEPA) Environmental Document will be a NEPA Categorical Exclusion (CE).
2. The California Environmental Quality Act (CEQA) Environmental Document will be a CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).
3. Caltrans will be the Lead Agency for both CEQA and NEPA.
4. This scope assumes that, if required, no difficulties in identifying appropriate mitigation sites and/or banks will occur during permit processing. This scope and budget does not include creation of a compensatory mitigation plan for the project.
5. Any Waters of the United States (including wetland) impacts identified will remain at less than 0.5 acre and a Nationwide 404 permit will be appropriate.
6. It is assumed that the project would be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP). This approach is expected to involve authorization of NWP 14 – Linear Transportation Projects. The NWP 14 authorizes the improvement of linear transportation projects, provided that the impacts to jurisdictional waters do not exceed 0.5 acre. If project impacts to jurisdictional waters exceed the USACE NWP thresholds, or if the USACE District Engineer determines that the project would result in a significant adverse impact to the aquatic environment, then an Individual Permit would be required. Preparation of an Individual Permit and a 404(b)(1) alternatives analysis are not included in this scope of work.
7. For general pedestrian surveys and jurisdictional delineations, where access to the entire study area is not possible as a result of private property or other physical barriers, observations will be made from the public rights-of-way or other appropriate vantage points with binoculars and completed with aerial photographic interpretation.
8. This scope of work does not include the preparation of a California Endangered Species Act § 2080.1 consistency determination or 2081(b) State Incidental Take Permit.
9. No preconstruction clearance surveys are included within this scope of work.
10. This scope assumes that no focused plant or animal field surveys will be required for this project.
11. No permit application, processing or filing fees are included in the fee estimate.

Right of Way and Utilities Assumptions:

1. Minimal right of way impacts are anticipated for this interchange improvement project. No fee acquisitions have been assumed for this project as currently defined.
2. Temporary Rights of Entry have been assumed for this project.
3. Impacts to existing utilities would only have the potential to occur within Base Line. Therefore, the scope of work assumes up to 3 existing utilities would be impacted and dispositioned in the Right of Way Data Sheet.
4. Potholing of existing underground utilities would be completed in final design; therefore, no utility potholing is included in this scope of work.

Project Management Assumptions:

1. One Project Development Team (PDT) meeting and one Trend Meeting between each of the PDT meetings are anticipated for each of 24 months of service. Half of the Trend Meetings will be face-to-face meetings at SANABG and half will be via conference call.
2. Support technical focused meetings will be provided. Technical focus meetings are assumed to occur once every other month, for a total of up to 7 meetings.
3. No specific Public Outreach effort is included in this scope of work. The project is considered to be non-controversial with minimal, if any, organized public opposition. Project newsletters, websites, informational meetings and other collateral materials are not anticipated to be necessary for this project.

4. Project schedule

The project duration is assumed to be 24 months to perform the PA&ED related activities. For the purpose of this draft schedule, it is assumed that the PA&ED phase start date (formal Notice To Proceed) will be January 10, 2013.

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

5. DETAILED SCOPE OF WORK

This section provides an assessment of the work tasks required for preliminary engineering and environmental technical studies to complete the Project and illustrates an understanding of the relationship between the work task items and the role the individual tasks play with respect to achieving the projects goals, meeting SANBAG's expectations and the methodology proposed for accomplishing the work.

2.100.10 PROJECT MANAGEMENT

2.100.10-1 COORDINATION AND MEETINGS

Project Development Team Meetings

Project Development Team (PDT) meetings will be scheduled and conducted with SANBAG, Caltrans, the City of Highland and other project stakeholders, on a monthly basis for the duration of the project. PDT meetings for SR-210/Base Line will be scheduled at Caltrans in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition PDT meetings. For the purposes of this scope, it is assumed that no more than 24 PDT meetings will be held. Meeting agendas and notes will be prepared for the PDT meetings and materials to support PDT meeting discussions will be assembled for use at the meetings.

Trend Meetings

Trend meetings will be scheduled and led as needed to monitor, review and discuss progress made on the project and issues that require resolution. For the purposes of this scope, it is assumed that no more than 24 trend meetings will be held; half will be held at SANBAG as face-to-face meetings and half will be conducted via conference call. Trend meetings for SR-210/Base Line will be scheduled with SANBAG in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition trend meetings.

Technical Meetings

Technical focus meetings will be scheduled and conducted as needed to resolve specific preliminary engineering and/or environmental coordination issues that may arise during project development. For the purposes of this scope, it is assumed that one technical focus meeting will be held approximately every 4 months for a total of no more than 7 technical focus meetings. Effort for technical focus meetings is included in the preliminary engineering level of effort.

2.100.10-2 ADMINISTRATION

Project Management

This subtask includes coordinating staff and other resources to effectively manage and administer the project. This will ensure that the project objectives are being met by monitoring progress and taking corrective action, when necessary. An ongoing liaison with the SANBAG Project Manager and other affected agencies will be maintained to promote effective coordination during the course of project development. This subtask also includes the oversight and monitoring of subconsultant partners on the team. Some of the anticipated project management and administrative activities are listed below:

- Status of the project including reporting work results and updating project information.

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

Monthly Invoice and Progress Report

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

Project Files

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

2.100.10-2.5 Quality Assurance/Quality Control

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

2.100.10-2.5.1 Independent Technical Reviews

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

2.100.10-2.5.2 Inter-Disciplinary/Coordination Reviews

Inter-Disciplinary Reviews are primarily conducted at the major submittal milestones. These reviews are intended to ensure that the preliminary engineering and environmental studies from various disciplines are fully coordinated and that conflicts between the different elements of work are minimized. These reviews will be conducted by the Task Managers, by reviewing each other's designs for consistency with one-another's work. This is also the Project Manager's opportunity to review the individual submittals prior to submittal to make sure

that comments have been properly addressed, directives from SANBAG or Caltrans have been appropriately incorporated and that the submittal is ready for distribution to appropriate reviewers.

2.100.10-2.5.3 Quality Assurance Documentation and Reporting

This subtask includes efforts to document the quality control process in writing for verification and auditing purposes. For major submittals, the forms and checklists used throughout the checking and quality control processes will be reviewed for completeness. The quality control forms and checklists require multiple signatures and approvals to ensure all quality assurance steps have been taken. After the quality control documents have been checked, they can be bound in a record of the process and even included in the submittal, if desired by SANBAG. The level of effort is assumed to be no more than 1 hour per month.

2.100.10-3 INITIAL PROJECT CONTROLS

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

Project Execution Plan (PXP)

At the onset of this project, a Project Execution Plan will be prepared. This document meets the requirements for a project work plan and will be tailored to the specific needs and requirements of this project. The PXP includes information on contacts and communication protocols with respect to the project team and other stakeholders. The PXP includes sufficient information to serve as the Communication Management Plan (CMP); therefore, a stand-alone CMP is not anticipated to be developed for this project.

Quality Assurance/Quality Control (QA/QC) Plan

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

Target Schedule (PA&ED)

A draft Target Schedule will be prepared that outlines the important tasks and their inter-relationships that are necessary to complete the PA&ED. The detailed project activities will be based on the tasks and major subtasks identified in this scope. The Target Schedule will be logical, complete and allow for SANBAG quality peer reviews as required by SANBAG's Quality Assurance procedures. After reviewing the Target Schedule with SANBAG and updating it as necessary, the Target Schedule will be reviewed and discussed with Caltrans to confirm that their staff will be able to meet the milestone obligations that are inherent in the schedule. If changes are necessary, they will be concurred with all parties and a final Target Schedule will be produced and distributed. Progress Schedule updates are included under administration and project management elsewhere in this scope of work.

2.160 PRELIMINARY ENGINEERING STUDIES AND PROJECT REPORT

2.160.05 REVIEW UPDATED PROJECT INFORMATION

2.160.05-1 ENCROACHMENT PERMIT APPLICATION (PA&ED)

The Encroachment Permit from the SR-210 Mixed Flow Lane Addition project will be used for the interchange improvement project in order to conduct anticipated field related work within the Caltrans right of way. This is anticipated to be a no fee permit from Caltrans and will cover field activities for roadway, traffic and structures engineers and environmental planners and scientists that need specific existing condition and/or survey information from the field. Separate Encroachment Permit Applications will be filed for field work related to land surveying activities.

2.160.05-2 REFERENCE MATERIALS

Reference materials will be researched and obtained from Caltrans, the County of San Bernardino, the San Bernardino County Flood Control District (SBCFCD), the City of Highland and other jurisdictional agencies. Anticipated materials include freeway and local roadway as-built plans, existing right of way maps, assessor parcel maps/property data, drainage studies, record drawings and other pertinent information available for the project corridor and adjacent areas. Related previous studies will also be obtained and reviewed for use in the project studies. These would include the Base Line 2040 Master Plan Configuration Traffic Study, the Base Line/Seine Avenue improvement plans and related documents and Base Line Seine Avenue environmental studies. The information will be reviewed and compiled and utilized in the preparation of various studies and submittal documents.

2.160.05-3 SITE VISITS AND FIELD REVIEWS

Site visits and field reviews will be conducted by the project team, as necessary, to investigate existing site conditions and to verify and confirm various field conditions that may assist the team in advancing the preparation of project studies, preliminary engineering and environmental studies. For the purposes of this scope of work it is assumed that up to 3 site visits will be conducted by various staff members.

2.160.05-4 UTILITY DATA

Owners and agencies having jurisdiction over existing utilities known or expected to occur within the project limits will be contacted to provide as-built drawings, index maps and/or record drawings of their facilities. These documents should show the locations and types of existing utilities that cross or lie within the existing interchange and/or Base Line right of way. Of particular focus will be underground utilities that exist in Base Line and cross over the freeway or beyond the overcrossing structure within the street where widening or other improvements are anticipated. Where it appears that existing

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

2.160.05-5 BASE MAPPING

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

2.160.10 ENGINEERING STUDIES

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

2.160.10-1 TRAFFIC STUDIES

Traffic Forecasts/Modeling

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

Existing mainline and ramp data [Average Daily Traffic (ADT), AM/PM peak hour volumes, directional splits, truck percentages, etc.] will be gathered from Caltrans. Existing AM and PM peak hour turning movement counts at up to five intersections will be collected. These include the following:

- Base Line/Church Avenue
- Eastbound SR-210 Ramps/Base Line
- Westbound SR-210 Ramps/Base Line
- Base Line/Siene Avenue

- Base Line/Boulder Avenue

This data will be utilized to document existing ADT, AM peak hour and PM peak hour conditions within the study area.

For future year traffic volume forecasts, traffic model projections will be obtained through SANBAG from the SBTAM Traffic Demand Model. This effort will be coordinated closely with SANBAG staff to confirm that the design traffic model includes (or excludes) the appropriate land use and future year roadway network assumptions. It is assumed that only one future year traffic forecast will be prepared to be used for both the future year No Build and future year Build scenarios.

The SBTAM traffic model will provide baseline 2008 traffic volumes and future year 2035 traffic volumes. Utilizing an average calculated growth rate between the baseline and future year traffic model outputs, the opening year 2020 and future year 2040 traffic volumes will be calculated.

Detailed traffic volume forecasts (ADT, AM peak hour and PM peak hour) for the study area will be prepared for use in the project studies. The assumed traffic study area includes Base Line from Church Avenue to Boulder Avenue and the existing SR-210/Base Line ramp terminal intersections. The adjacent interchanges (SR-330 and 5th Street) are not physically affected by the proposed SR-210/Base Line interchange improvements; therefore, traffic volume counts and projections at the adjacent interchanges are not needed for this study.

Traffic Operational Analysis

The traffic analysis will be used to evaluate operations related to the proposed improvements at the SR-210/Base Line interchange.

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

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

- Intersection capacity analyses will be prepared for the five study area intersections using Highway Capacity Manual (HCM) methodologies.

Average vehicle delays and queueing analyses will be performed between the ramp terminal intersections only using SYNCHRO 8.0.

- Ramp junction analyses will be prepared for the four ramp connections to the mainline SR-210 freeway. Ramp levels of service will be prepared using the HCM methodologies. The ramp junction and weaving analyses will be conducted using the methodologies prescribed in the Caltrans Highway Design Manual.
- Traffic operational deficiencies based on the analyses discussed above, will be noted and measures to mitigate adverse traffic operational impacts will be identified to the extent possible, as appropriate.

These traffic impact analyses will be documented in a Traffic Operations Analysis Report (TOAR), which will be used as a supporting study for the Environmental Document, the Project Report, Fact Sheets, etc., as applicable.

2.160.10-2 HYDRAULICS/HYDROLOGY STUDIES

Preliminary drainage information will be developed for identifying potential impacts and for cost estimating purposes. A Preliminary Drainage Report and Storm Water Data Report (SWDR) will be prepared.

2.160.10-2.1 Preliminary Drainage Report

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

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

2.160.10-2.2 Storm Water Data Report

The Storm Water Data Report (SWDR) prepared for the SR-210 Mixed Flow Lane Addition project will be used to prepare a SWDR for the interchange project. The SWDR will provide an assessment of alternative permanent treatment Best Management Practices (BMPs) to be considered for

implementation as part of the project to minimize impacts to water quality. The SWDR for the PA&ED phase of the project will follow the Caltrans SWDR template available at the initiation of the PA&ED studies.

2.160.10-3 RIGHT OF WAY DATA SHEETS

2.160.10-3.1 *Right of Way Data Sheet*

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

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

Right of way utility estimates will be prepared based on the impacts created by the proposed project. Up to 3 existing utilities are anticipated to be impacted by the proposed interchange improvement project. From these estimates, a Right of Way Data Sheet will be developed to summarize utility activities in the standard Caltrans Right of Way Data Sheet format.

2.160.10-3.2 *Temporary Rights of Entry*

There are no Temporary Rights of Entry anticipated for the SR-210/Base Line interchange improvement project.

2.160.10-4 PRELIMINARY GEOTECHNICAL INFORMATION

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

2.160.10-4.1 *Preliminary Materials Report*

A Preliminary Materials Report (PMR) will be prepared to provide preliminary recommendations for pavement structural sections and earthwork

recommendations. Results of this assessment will be used as the basis for estimating project construction costs.

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

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

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

2.160.10-4.2 *Pavement Life Cycle Cost Analysis*

A Pavement Life Cycle Cost Analysis (LCCA) will be performed to identify preliminarily the most cost effective pavement structural sections to be considered for the project. The SR-210/Base Line ramps and Base Line will be studied. Any mainline pavement will rely on the SR-210 Mixed Flow Lane Addition LCCA and therefore will not be studied in this LCCA.

2.160.10-4.3 *Structure Preliminary Geotechnical Reports*

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

2.160.10-5 VALUE ANALYSIS

It is assumed that a Value Analysis will not be required for the SR-210/Base Line interchange improvement project. A formal Value Analysis study is typically required for projects with cost estimates in excess of \$30 million; however, the conceptual cost estimates prepared by SANBAG indicate that the project will be less than \$30 million.

2.160.10-6 STRUCTURE ADVANCE PLANNING STUDIES

A preliminary structure design for the purpose of establishing reliable cost estimates and evaluating potential environmental impacts will be developed for the overcrossing widening. An Advance Planning Study (APS) will be prepared in accordance with Caltrans' current guidelines for APS documents. Existing data that could influence the design of the widened structure will be collected and reviewed. This includes site seismicity, geotechnical information and reports and right of way information. The APS document will include an engineering study, development of a Structure General Plan, an itemized construction cost estimate, an APS Design Memorandum and an APS Checklist.

2.160.10-7 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN

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

2.160.10-8 CONCEPT ALTERNATIVE GEOMETRICS

This task includes efforts required to develop the improvement alternative that has been proposed by the City of Highland and advanced by SANBAG. Conceptual geometrics include layouts and typical cross sections. Profiles and superelevation diagrams will not be necessary to define the project footprint and are not included in this scope of work. Existing, or if necessary, proposed nonstandard design features will be identified as part of this task.

2.160.10-8.1 *Concept Geometric Layouts and Typical Cross Sections*

Concept geometric layouts will be prepared on the base mapping to address the needs of the project. It is anticipated that concept layouts will include the preliminary concept advanced by SANBAG. The western and eastern transitions will be developed to the extent necessary to establish the project footprint and

impacts. Also, geometrics of the transitions will be advanced to the point where compliance with the Caltrans Highway Design Manual (HDM) can be confirmed or exceptions noted. Again, since the improvements are essentially widenings, it will not be necessary to develop profiles or superelevation designs for these areas since they will necessarily follow the existing profiles and superelevation of the existing mainline and ramps. This level of effort assumes that only one Build Alternative will be developed for the project.

2.160.10-8.2 Mandatory and Advisory Design Exception Fact Sheets

In association with the development of concept geometrics for the project, nonstandard design features (existing and proposed) will be identified. This will require a review of the existing design elements that are not proposed for improvement by the proposed project. Research of as-built drawings and an assessment of the existing mapping will be used to determine areas of existing nonstandard design features. Proposal of new nonstandard design features will be minimized to the extent possible; however, as currently proposed there are many nonstandard design features inherent in the conceptual design and the existing interchange. It is anticipated that up to seven Mandatory Design Exceptions and up to seven Advisory Design Exceptions will be needed for the project.

2.160.10-9 PRELIMINARY COST ESTIMATES

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

2.160.15 DRAFT PROJECT REPORT

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

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

- Introduction - [Included]
- Recommendation - [DPR recommends circulation only]
- Background - [Includes Project History and Existing Facility, Community Interaction is anticipated to be minimal]

- Need and Purpose - [Includes Deficiencies, Regional and System Planning and an analysis of the Traffic Forecasting and Operational Problems]
- Alternatives - [One Build Alternative with Engineering Features, Nonstandard Design Features, Utility Involvement, Erosion Control, Noise Barriers, Roadway Rehabilitation and Upgrading, Structure Rehabilitation and Upgrading, Cost Estimates and Right of Way Data] [The following topics are not anticipated to be relevant to the project as currently envisioned: Interim Features, HOV Facilities, Park and Ride Facilities, Railroad Involvement and Highway Planting since these topics would not be pertinent for the interchange improvement project as currently defined] [Other Rejected Alternatives are not anticipated due to the explicit nature of the project's current definition]
- Considerations Requiring Discussion - [Includes Hazardous Waste, Resource Conservation, Right of Way Issues (minimal), Environmental Issues (highlights from the DED), Air Quality Conformity, Title VI Considerations and Noise Abatement Decision (summary tables for the NADR)]
- Other Considerations - [Recommend Opportunity for a Public Hearing, Route Matters, Permit Requirements, Cooperative Agreements, Other Agreements, Preliminary TMP, Stage Construction, Accommodation of Oversized Loads and Graffiti Control]
- Programming - [Included]
- Reviews - [Included, as appropriate]
- Project Personnel - [Included]
- Attachments - [Signed DED, Location Map, Concept Improvement Maps, Typical Sections, DPR Cost Estimate, Right of Way Data Sheet and Structure Advance Planning Studies]

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

2.160.20 ENGINEERING AND LAND NET SURVEYS

For the purposes of aerial topographic surveys, the project limits cover the SR-210/Base Line interchange area from approximately Buckeye Street (western terminus) to approximately Seine Avenue (eastern terminus). Ramp improvements are contemplated on both entrance ramps and the westbound exit ramp; however, the topographic mapping for those ramps is already available from the mainline SR-210 Mixed Flow Lane Addition project. In addition to the specific project limits defined by the join locations of the proposed street improvements along Base Line, it is proposed to map an additional area to the west extending to approximately Church Avenue and an additional area to the east extending approximately to Boulder Avenue. Aerial topographic mapping and right

of way base mapping that is already available from the mainline project will be used to the extent possible. This scope of work and level of effort estimate is for the additional mapping needed for the interchange studies beyond what is already available from the mainline project. All mapping will be compiled in conformance with existing Caltrans mapping standards. All mapping deliverables will be provided in Microstation V8 seed.

2.160.20-1 SURVEY CONTROL

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

2.160.20-2 PHOTOGRAMMETRIC MAPPING

Color aerial photography will be obtained of the proposed site at a nominal photo scale of 1"=300' (1:3,600), which will be used to generate a 1" = 50' mapping with 2 foot contour intervals and covering at a minimum 200' each side of the Base Line centerline. The three step "ABC Process" of project survey submittals and approvals consisting of flight and control layout, AT adjustment and photo index and ultimately the final DGN files will be implemented during the course of this project. As a part of this delivery a Digital Ortho Photo will be produced and delivered.

2.160.20-3 RIGHT OF WAY BASE MAP

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

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

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

2.165.05 PUBLIC AND AGENCY SCOPING

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

2.165.10 GENERAL ENVIRONMENTAL STUDIES

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

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

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

Unless otherwise noted, the deliverables for the environmental technical studies will be separately bound reports including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. The screencheck technical study will be submitted to SANBAG (two copies) and the City of Highland (one copy) for review. After SANBAG and the City's reviews and incorporation of relevant comments, the document will be submitted to Caltrans (four copies) for review. Following Caltrans' review, a Draft of each technical study will be submitted to SANBAG (two copies), the City (one copy) and to Caltrans (four copies) for concurrent review. Following Caltrans', SANBAG's and the City's second review, it is assumed that a revisions workshop will be held to address any outstanding comments, if any comments remain. Following the revisions workshop a final version of each report will be prepared. The final technical studies (two copies to

SANBAG, one copy to the City and four copies to Caltrans) will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review).

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

2.165.10-1 COMMUNITY IMPACT ANALYSIS – LAND USE & GROWTH STUDIES

A Community Impact Assessment (CIA) will be prepared. The community impacts on neighborhoods, businesses and minority and low-income populations will be identified, as well as the project's consistency/compatibility with the existing and future land uses and plans in the area. It is assumed that the new CIA annotated outline that is being prepared by Caltrans and is currently in draft form will be followed. No major revisions to the draft annotated outline from February 2012 are anticipated or assumed. No farmlands analysis is assumed to be required or included.

The CIA will provide a clear description of the existing conditions, the potential impacts of the project on the community and how the project relates to other development (existing and proposed) in the area. The significance of the identified impacts, and mitigation measures to best avoid the adverse impacts resulting from the project will be identified and discussed, as appropriate.

Potential impacts to minority and low-income populations, if any, will be addressed in compliance with Executive Order 12898: Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. Data from the 2000 U.S. Census (or 2010 where available) will be used to identify characteristics of populations within census block groups traversed by or adjacent to the proposed project. Community profiles will also be collected for the local project area, City, County, and the State of California to help identify regional and local trends in regards to demographics, local industry, occupations and tax base. Potential impacts during the construction phase due to access limits will be analyzed and measures to address these impacts proposed, if required.

Existing planning documents will be reviewed and potential beneficial and adverse land use impacts of the proposed project and mitigation measures, if required, will be identified.

2.165.10-2 VISUAL IMPACT ANALYSIS

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's *Visual Impact Assessment for Highway Projects*. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Memorandum or Minor VIA would be appropriate. Visual simulations are not required for a Visual

Impact Memorandum and are optional for a Minor VIA. Due to the minimal potential for visual impacts associated with the proposed project, it is assumed that visual simulations will not be required or included.

2.165.10-3 NOISE STUDY REPORT

A Noise Study Report (NSR) evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project will be prepared. Because Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

A site visit will be conducted to identify noise sensitive land uses and other features of the project area relevant to the noise study. The Caltrans District 8 noise specialist assigned to this project will be consulted to ensure that appropriate requirements are addressed.

A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas. It is estimated that short-term (10 to 15 minutes duration) sound-level data will be collected at up to four (4) representative noise-sensitive locations throughout the area. In addition continuous 24-hour noise monitoring will be conducted at up to two locations if secure measurement locations can be identified.

Traffic noise modeling will be conducted related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and available traffic data. TNM will be used to model worst-noise-hour noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project.

Traffic noise impacts of the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial increase in noise at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol will be evaluated and presented for use by decision makers in considering noise abatement. Potential construction noise impacts will also be evaluated using methods recommended by the U.S. Department of Transportation.

An NSR will be prepared addressing the requirements of 23 CFR 772 in accordance with guidance in the Protocol and following the noise analysis report format outlined in the Caltrans Technical Noise Supplement (TeNS). If warranted the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise walls needed to abate noise impacts. In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the

proposed project, but not for final design of the walls. Abatement allowances will be provided for each wall evaluated.

2.165.10-4 NOISE ABATEMENT DECISION REPORT

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

2.165.10-5 AIR QUALITY STUDY

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

2.165.10-5.1 Regulatory Setting and Existing Conditions

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

2.165.10-5.2 Evaluation of Construction Emissions

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

2.165.10-5.3 Evaluation of Operations-Period Mass Emissions

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

related criteria pollutant emissions will be compared to SCAQMD significance thresholds to determine significance under CEQA.

2.165.10-5.4 Localized Carbon Monoxide Hot Spot Analysis

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

2.165.10-5.5 Localized PM_{2.5}/PM₁₀ Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to affect local PM_{2.5} and PM₁₀ concentrations. It is assumed that a quantitative analysis that evaluates mobile-source and re-entrained dust emissions will be required by Caltrans to address PM_{2.5} and PM₁₀.

2.165.10-5.6 Mobile Source Air Toxics

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

2.165.10-5.7 Climate Change/Greenhouse Gas Emissions

A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Consistent with current Caltrans policy, construction-period GHG emissions will not be quantified. Operations-period GHG emissions will be quantified using regional daily peak-period and non-peak-period vehicle miles traveled (VMT) apportioned into 5 mph speed bins for speeds between 5 mph and 75 mph; and the CT-EMFAC emissions model. A comparison of GHG emissions will be presented associated with the Build Alternative versus the No Build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER website and Caltrans annotated outline.

2.165.10-5.8 Air Quality Conformity Analysis Report and Checklist

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

2.165.10-5.9 SCAG Transportation Conformity Working Group (TCWG)

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

2.165.10-5.10 Mitigation Measures

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

2.165.10-6 PALEONTOLOGY STUDY

Based on a preliminary review, the project appears to be located in an area that would be considered to have a high level of paleontological sensitivity at depths of greater than five feet. It is assumed that project excavations would not generally extend to five feet below original ground surface or proposed improvements would be located in areas of engineered embankments rather than in historically undisturbed soils. Therefore, it is assumed that no paleontological reports, including a Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER), will be required for the proposed project. A paleontological records search will be obtained and reviewed for the project; however, no report or evaluation within the Environmental Document is assumed.

2.165.10-7 HAZARDOUS WASTE INITIAL SITE ASSESSMENT

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

The historical sources review will require a search of the properties to go as far back in history as it can be shown that the property contained structures or was first used for residential, agricultural, commercial, industrial or governmental purposes. If any substantial data gaps are identified within the project limits, they will be documented and their significance will be reported.

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

2.165.10-9 LOCATION HYDRAULIC STUDY AND FLOODPLAIN EVALUATION REPORT

A Location Hydraulic Study will not be necessary for the interchange improvement project as currently defined.

2.165.15 BIOLOGICAL STUDIES

The Project's study area spans approximately 6.5 miles extending from the SR-210/I-10 interchange north to Highland Avenue, with the Project's disturbance footprint (Project Footprint) not anticipated to exceed the Caltrans Right of Way. The study area includes the disturbance footprint plus a range of buffers extending out to a maximum of 500 feet from permanent impact areas. Buffers will depend on specific survey requirements. This scope of work was developed to disclose and evaluate common and special status species, and identify potential aquatic resources within study area boundaries. Special status species include any species that has been afforded protection by federal, state, or local resources agencies (e.g., U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Game [CDFG]) and/or resource conservation organizations (e.g., California Native Plant Society [CNPS]). The term "special-status species" excludes those avian species solely identified under Section 10 of the Migratory Bird Treaty Act (MBTA) for federal protection. Aquatic resources are defined as the potential limits of: U.S. Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the Clean Water Act (CWA); Regional Water Quality Control Board (RWQCB) legal authority in accordance with Section 401 of the CWA and as defined within Section 13050(e) (*et seq.*) of the California Water Code (CWC) via the Porter-Cologne Water Quality Control Act (Porter-Cologne); and CDFG jurisdiction pursuant to Section 1600 (*et seq.*) of the California Fish and Game Code (CFG Code)

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

2.165.15-1 NATURAL ENVIRONMENT STUDY (MINIMAL IMPACTS)

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

2.165.15.1.1 Literature Review and Project Coordination

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

A list of potentially-occurring, federally-listed plant and wildlife species will be requested from the U.S. Fish and Wildlife Service (USFWS) prior to initiating field surveys. If necessary, project staff will informally correspond with the applicable regulatory agencies (e.g., USFWS and CDFG) early on, and as needed, to identify potential requirements, additional data reporting requirements, surveys and information required to implement the Project. Informal agency consultation will be performed only following consent from SANBAG. This task includes project development meetings to be conducted with Caltrans and SANBAG.

2.165.15-1.2 *Natural Environment Study (Minimal Impacts) Report*

A general pedestrian-based biological survey of the study area will be conducted to document and evaluate on-site habitat and determine the potential for occurrence of biological resources to be addressed in the NES (MI). The field analysis and data collection will focus on identification and estimation of the approximate acreage of various vegetation and habitat communities, and the potential for occurrence of federally listed and state listed plant and wildlife species that would likely be affected by Project implementation based on habitats present. Based on initial Project review, no threatened and endangered plant and wildlife species are expected to occur within the study area and no protocol plant or wildlife surveys are anticipated.

Results of literature review and field studies will be synthesized into a NES (MI) Report that will support the Project Environmental Document pursuant to California-Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The NES (MI) will include at a minimum, Project background information; applicable local, state, and federal regulations; agency coordination; methods and results of general surveys; species lists; impacts on vegetation communities, non-listed plant and wildlife species, avoidance, minimization, and mitigation measures developed for the Project; and a photolog of representative biological conditions present.

2.165.15-2 JURISDICTIONAL DELINEATION MEMO

A review of U.S. Geological Service (USGS) 7.5 minute topographic quadrangle maps, aerial maps, National Wetland Inventory (NWI) and Geographic Information Systems (GIS) database will be performed in order to identify any potential aquatic features present within the study area. A pedestrian-based field survey of the study area will be conducted to ensure no aquatic resources are present. The field survey results will be synthesized into a brief Jurisdictional Delineation Memo, which will be appended to, and summarized within, the NES (MI). Based on initial project review, no aquatic resources are anticipated to occur within the study area.

2.165.20 CULTURAL RESOURCES STUDIES

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

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

Following completion of the records search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (ASR) (Finding of No Archaeological Resources Present) will be prepared.

In addition, a qualified architectural historian will conduct a field survey of the proposed project area to record buildings, structures and historic features through photography and written descriptions. If buildings are substantially altered or are less than 50 years old, the qualified architectural historian can exempt them from further evaluation in accordance with the Section 106 Programmatic Agreement (PA). It is assumed that all buildings can be exempted under the Section 106 PA and that a Historical Resource Evaluation Report (HRER) will not be required. Resources that would likely not screen out under the Section 106 PA are located at: 1) southeast corner of Base Line and Stoney

Creek Drive (single family homes); 2) First United Methodist Church located east of Church Avenue along the south side of Base Line (west of the Shell gas station parcel); and 3) Saint Adelaide Academy located west of Church Avenue along the south side of Base Line. It is assumed that these parcels would be avoided entirely and that no permanent or temporary work on these parcels would occur.

It is also assumed that no resources will be identified that are eligible for listing on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).

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

2.165.25 ENVIRONMENTAL DOCUMENT

2.165.25-1 DRAFT ENVIRONMENTAL DOCUMENT

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

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

2.170 PERMITS AGREEMENTS

2.170.05 DETERMINE REQUIRED PERMITS

The various environmental permits that will need to be obtained to construct the project will be identified through consultation with Caltrans and SANBAG environmental staff. The specific area/quantity calculations and impacts on jurisdictional resources for an interchange reconstruction project can only be roughly estimated during this PA&ED phase of project development. Therefore, actual Permit Applications and Agreements for the interchange improvement project cannot be prepared during this phase; therefore, this detailed effort is assumed to be deferred to the final design phase.

2.175 CIRCULATION DRAFT ENVIRONMENTAL DOCUMENT

2.175.05 PUBLIC CIRCULATION

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

For the proposed level of environmental documentation (IS/MND) there is no legal requirement for holding a public meeting or Public Hearing; however, the notice that is prepared and published for the proposed project will offer the opportunity to request a Public Hearing. This scope and cost assumes that no public hearing will be requested or conducted. In addition, similar to other SANBAG interchange improvement projects, no

public informational meeting is anticipated to be conducted during the public availability period.

2.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

2.180.05 FINAL PROJECT REPORT

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

2.180.10 FINAL ENVIRONMENTAL DOCUMENT

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



CONTRACT SUMMARY SHEET

Contract No. C 13070 Amendment No. _____

By and Between

SANBAG (As Commission & Authority) and City of Highland

Contract Description State Route 210 at Base Line Interchange Memorandum of Understanding

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: 1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the State Route 210 Base Line Interchange Project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	0	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	\$	0	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 0

Contract Start Date February 6, 2013	Current Contract Expiration Date 6/30/2021	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____	
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Budget authority will be handled in phase specific cooperative agreements	
<input 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:	
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable NOTE: This is a MOU and does not commit any funds.	

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 _____ %

Garry Choe
Task Manager (Print Name)

Paula Beauchamp MKB
For Project Manager (Print Name)

Jeffrey Hill
Contracts Manager (Print Name)

W. Spurrick
Chief Financial Officer Signature (Print Name)

Andrea Zureick
Dir. of Fund Administration

<u>Garry Choe</u> Signature	12.4.12 Date
<u>Paula Beauchamp</u> Signature	11/30/12 Date
<u>Jeffrey Hill</u> Signature	12/12/12 Date
<u>W. Spurrick</u> Signature	11/9/12 Date
<u>Andrea Zureick</u> Signature	12-20-12 Date

CONTRACT C13070

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF HIGHLAND

FOR THE DEVELOPMENT OF

THE STATE ROUTE 210/BASE LINE INTERCHANGE PROJECT

I. PARTIES AND TERM

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“AUTHORITY” or “SANBAG”) and the CITY OF HIGHLAND (“PROJECT SPONSOR”) (and together the “PARTIES”) and nominally dated January 9, 2013.
- B. The Term of this MOU will commence on the Effective Date and terminate upon the completion of the State Route 210 at Base Line Interchange (“PROJECT”) for beneficial use or June 30, 2021, whichever is earlier.

II. RECITALS

- A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.
- B. WHEREAS, the PARTIES desire to proceed with the project development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A.
- D. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of their availability.
- E. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the project, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.

- F. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the Parties in their decision-making and budgeting for this PROJECT.
- G. WHEREAS, the PARTIES understand that a Cooperative Agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

- A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.
- B. AUTHORITY will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy.
- C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.
- C. PROJECT SPONSOR acknowledges that failure to provide its Local Share of funding in a timely manner could jeopardize the schedule and/or delivery of the project and that other projects lower on SANBAG Measure I interchange priority list could take precedence. SANBAG will provide a written notice to PROJECT SPONSOR if PROJECT is in jeopardy of losing its funding priority to another project, and PROJECT SPONSOR will be provided with 60 days to respond with a funding plan.

V. MISCELLANEOUS

- A. The PARTIES will act in good faith to see the construction of the PROJECT is completed.
- B. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- C. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this MOU associated with approved Cooperative Agreements referenced in Part II. G. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the

AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.

- D. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Ernest Wong, Public Works Director/City Engineer of City of Highland. For AUTHORITY, that person shall be Khalil Saba. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

City of Highland Public Works Department 27215 Base Line Road Highland, CA 92346 ATTN: Ernest Wong Public Works Director/City Engineer	AUTHORITY San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick
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- E. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the original signatories of this MOU, or their successors or designees.

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by AUTHORITY ("Effective Date").

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

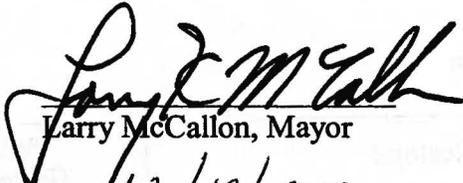
By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM:

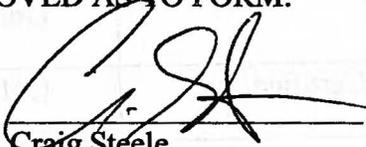
By: _____
Eileen Monaghan Teichert
General Counsel

CITY OF HIGHLAND

By: 
Larry McCallon, Mayor

Date: 12/13/2012

APPROVED AS TO FORM:

By: 
Craig Steele
City Attorney

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Exhibit A

Project Scope:

The project will widen the State Route 210/Base Line Overcrossing and improve interchange ramps and local streets. It is the intent that the Project will be developed as a stand-alone project, concurrently with the State Route 210 widening project, with **AUTHORITY** as the lead through all phases of work.

Project Cost Estimate and Funding Shares:

Public Share: 58.1%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 41.9%

Local Jurisdictional Share of DIF: Highland 100%

Phase	Estimated Cost	Public Share	Development Share
Project Approval and Environmental	\$1,037,280	\$602,660	\$434,620
Design	\$1,450,000	\$842,450	\$607,550
Right-of-Way	\$200,000	\$116,200	\$83,000
Construction (Including Construction Management)	\$12,600,000	\$7,320,600	\$5,279,400
Total	\$15,287,280	\$8,881,910	\$6,405,370

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	January 2013
Environmental Approval	(July 2014)
Design Approved/ROW Certified	(July 2016)
Construction Notice to Proceed	(October 2016)
Completed for Beneficial Use	(October 2019)

Exhibit B

Conceptual Layout



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
IIEP	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