Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA

Board of Directors Metro Valley Study Session

June 13, 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

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

Valley Representatives

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

Deborah Robertson, Mayor
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, Mayor
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
June 13, 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

Notes/Action

1. **Possible Conflict of Interest Issues for the SANBAG Board of Directors Metro Valley Study Session Meeting June 13, 2013.** **Pg. 8**

   Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated 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.

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Pacific Restoration Group, Diversified Landscape, Inc., Kasa Construction, Inc., Ortiz Enterprises Inc., Brutoco Engineering and Construction, Inc., Skanska/Rados A Joint Venture, Financial Pacific Insurance Company, Beador Construction Company, Inc., Skanska USA Civil West, C.C. Myers, Inc., Riverside Construction Company, Inc. and Security Paving Company, Inc.** **Pg. 16**

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

Notes/Action

Discussion Calendar

Project Delivery

4. Election of Committee Chair and Vice Chair **Pg. 21**

That the Board of Directors conduct elections for members to serve as Chair and Vice Chair of the SANBAG Board of Directors Metro Valley Study Session for terms to end June 30, 2014. **Garry Cohoe**

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

5. Interstate 215 (I-215) Barton Road Interchange **Pg. 28**

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 Amendment No. 4 of Contract No. A03045 with LSA Associates, Inc., for the completion of the I-215/Barton Road Interchange Project Environmental Document with an increase of $245,218.63 to the contract value for a not-to-exceed total of $2,296,169.40 which includes previously released contingency of $235,355.00 and to extend the contract duration through June 30, 2014.

2. Approve contingency amount of $24,521.00, for Contract No. A03045 Measure I Valley Fund – Freeway Projects and authorize the Executive Director or designee to release contingency as necessary 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 Amendment.

Notes/Action

6. Mitigation Agreement for the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange) **Pg. 52**

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

1. Approve Purchase and Sale agreement with the Riverside-Corona Resource Conservation District based on the standard format in the Attachment "A" for the purchase from Riverside-Corona Resource Conservation District of 8.9 Acres of Enhancement Credits from the Program and authorize payment of $1,361,700 per said agreement for impacts to the Waters of the U.S. that result from activities authorized under section 404 of the Clean Water Act for the Devore Interchange Project upon approval of final agreement language by General Counsel. This purchase will be funded by Measure I 2010-2040 Cajon Pass Funds authorized under previously approved Cooperative Agreement C11103 with the California Department of Transportation.

2. Authorize the Executive Director to execute the purchase and sale agreement for the required waters mitigation based on the form in Attachment "A" upon approval of final language by General Counsel.
Dennis Saylor

This item is also scheduled for review at the SANBAG Mountain Desert Committee meeting on June 21, 2013. SANBAG Contract Administrator and General Counsel have reviewed this item and a draft of the agreement.

7. I-15 Base Line Road Interchange Project **Pg. 111**

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. Approve award of Contract No. C13033 with Arcadis US for Construction Management services for the I-15 Base Line Road Interchange Improvement Project in an amount not-to-exceed $6,634,739.00, provided that the award of the contract and the authorization to execute the contract are contingent upon Caltrans' issuance of a Conformance Letter and correction of any noted deficiencies, as required by Caltrans' Local Assistance Procedures Manual.

2. Approve a contingency amount for Contract No. C13033 of $663,473.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

3. Approve issuance of a Purchase Order in the amount of $100,000.00 to cover the cost of the preconstruction services so that work can commence prior to the issuance of the federal funds for construction. **Mike Barnum**

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.

Discussion Items Continued.....

Transportation Fund Administration

8. Interstate 10 Cedar Avenue Interchange Memorandum of Understanding **Pg. 183**

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

1. Approve Memorandum of Understanding No. C13086 with the County of San Bernardino for the development of the Interstate 10 Cedar Avenue Interchange project.

2. Waive the five-year contract term limitation set forth in Policy 11000.
Carrie Schindler

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 MOU.

Regional/Subregional Planning

9. Amendments to the Development Mitigation Nexus Study **Pg. 192**

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the Congestion Management Agency (CMA), at a regularly scheduled Board meeting:

Approve modifications to the development fair share percentages for the I-15/Duncan Canyon Road interchange contained in the Development Mitigation Nexus Study, as described in the Background section of this agenda item. The modifications reflect an annexation that has occurred in the interchange "traffic shed" over the last several years. **Tim Byrne**

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

10. San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR) **Pg. 195**

Receive a presentation on the status of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR). **Steven Smith**

This item is also scheduled for review by the Mountain/Desert Committee on June 21, 2013. Material in this item also has been reviewed by the Planning and Development Technical Forum (Planning/Community Development Directors) on May 22, 2013 and by the City/County Manager Technical Advisory Committee on June 6, 2013.

Notes/Action

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Acronym Listing **Pg. 204**

ADJOURNMENT

The next Board of Directors Metro Valley Study Session will be:
August 15, 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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM 1

Date: June 13, 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 Restoration Group *John Richards*	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-B	C11169	Diversified Landscaping, Inc. *Vicki Moralez*	None
3-C	C12098	Kasa Construction, Inc. *Diana Kasbar*	Natures Image Quality Hydroseeding and Restoration

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MVSS1306z-gc

3-D	C12224	Ortiz Enterprises, Inc. *Patrick A. Ortiz*	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 SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunite Truesdell Corporation West Coast Welding, Inc.
3-E	C12036	Brutoco Engineering and Construction, Inc. *Andy Acosta*	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, 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 G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers

3-E (Cont.)	C12036		KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
3-F	C09196	Skanska/Rados Joint Venture *Chad Mathes*	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc.

3-F(Cont.)	C09196		VP Vertical Earthwork
3-G	C12146	Financial Pacific Insurance Company *Richard Troop*	None
3-H	C12196	Ortiz Enterprises, Inc. *Patrick Ortiz*	A.C. Dike Company ACL All American Asphalt CGO Construction Co. Chrisp Company Cindy Trump Inc. DBA Lindy's Cold Planning Coral Construction Co. DC Hubbs Company Diversified Landscape Co. Dywidag Systems International EBS General Engineering, Inc. Foundation Pile Inc. Harber Companies, Inc. Hard Rock Equipment High Light Electrical, Inc. Integrity Rebar Placers KEC Engineering Malcolm Drilling Co. Maneri Traffic Control R.J. Lalonde Inc. SRD Engineering Statewide Traffic Safety & Signs
3-I	C10190	Beador Construction *David Beador*	Cooper Engineering Cal-Stripe, Inc. CGO Construction Bay Area Drill Golden State Boring

3-I (Cont.)	C10190		United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-J	C11184	Skanska *Tim Wilson*	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
3-K	C11004	C.C. Myers Inc. *Joel Adams*	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems Murphy Industrial Coatings Sierra Pacific Electrical Visual Pollution Technologies

3-L	C12010	Riverside Construction Inc. *Donald M. Pim*	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe, Inc. Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction
3-M	C13001	Security Paving Company, Inc. *Joseph Ferndino*	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.
5	A03045-04	LSA Associates, Inc. *Robert H. McCann*	Klienfelder Arellano Associates
7	C13033	Arcadis US *Girish Kripalani*	Simon Wong Engineering Falcon Engineering Dynamic Engineering David Evans and Associates, Inc. Meadows Consulting Leighton Consulting, Inc. Towill Inc. 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.

MVSS1306z-gc

AGENDA ITEM 2

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X			X							
James Ramos Board of Supervisors	X	X	X		X							
Janice Rutherford Board of Supervisors	X	X	X		X							
Josie Gonzales Board of Supervisors			X									
Robert Lovingood Board of Supervisors	X	X										
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X										
Dennis Yates City of Chino	X	X			X							
Ed Graham City of Chino Hills	X	X	X		X							
Frank Navarro City of Colton		X	X		X							
Michael Tahan City of Fontana	X	X	X		X							
Walt Stanckiewitz City of Grand Terrace	X	X	X		X							
Mike Leonard City of Hesperia		X										
Larry McCallon City of Highland	X	X	X		X							

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

MVSSatt13 Shaded box = No meeting

AGENDA ITEM 2

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013

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

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

MVSSatt13 Shaded box = No meeting

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: June 13, 1013

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Pacific Restoration Group, Diversified Landscape, Inc., Kasa Construction, Inc., Ortiz Enterprises Inc., Brutoco Engineering and Construction, Inc., Skanska/Rados A Joint Venture, Financial Pacific Insurance Company, Beador Construction Company, Inc., Skanska USA Civil West, C.C. Myers, Inc., Riverside Construction Company, Inc. and Security Paving Company, Inc.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's fifteen on-going Construction Contracts, thirteen 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. CN C11105 with Pacific Restoration Group for the construction of the SR-210 Segment 8 Landscaping Improvements project: CCO No. 12 Supplement 1 ($58.91 increase for additional funds to install irrigation booster pump at Alder Avenue interchange), CCO No. 14 ($7,500.00 increase for replacement of plant material damaged by frost per the Special Provisions) and CCO No. 15 ($1,224.24 increase for replacement of existing faulty irrigation controller, as requested by Caltrans).

B. CN C11169 with Diversified Landscape Company for the construction of the SR-210 Segment 9 Landscaping Improvements project: CCO No. 7 Supplement 1 ($5,000.00 increase for maintenance cost sharing of storm water prevention

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

MVSS1306a-tjk

measures as required in the project Special Provisions) and CCO No. 10 ($7,500.00 increase for replacement of plant material damaged by frost per the Special Provisions).

C. CN C12098 with Kasa Construction, Inc. for the construction of the SR-210 Segment 10 Landscaping Improvements project: CCO No. 9 ($7,500.00 increase for replacement of plant material damaged by frost per the Special Provisions), CCO No. 10 ($11,620.82 decrease to allow contractor to utilize the Seed Imprinting method to apply Bid Item 17, Wildflower Seeding and, per Caltrans request, reduction in area to receive Wildflower Seeding) and CCO No. 11 and Supplement 1 ($10,000.00 and $25,000.00 increase respectively for removal of 11,315 installed foliage protectors due to no payment clause in the Standard Specification or Special Provisions).

D. CN C12224 with Ortiz Enterprises, Inc. for the construction of the I-10 Cherry Avenue Interchange project: CCO No. 6 ($15,000.00 increase to compensate contractor for 50% of Dispute Review Board costs in accordance with the project Special Provisions), CCO No. 7 ($20,000.00 increase to compensate contractor for 50% of Partnering costs in accordance with the project Special Provisions), CCO No. 9 ($15,000.00 increase to compensate the contractor for graffiti removal), CCO No. 10 ($10,000.00 increase for maintaining existing and temporary electrical systems in accordance with the project Special Provisions), CCO No. 11 ($25,000.00 increase to provide for reconstruction of existing concrete spillway to tie into new drainage system) and CCO No. 15 (no cost/no credit change for revisions to payment clause for Bid Item No. 68 Remove Tree in the Special Provisions to allow adjustment in contract unit price in the event the quantity for this item increases or decreases from the engineer' estimate).

E. CN 12036 with Brutoco Engineering and Construction, Inc. for the construction of the I-10 Citrus Avenue Interchange project: CCO No. 20 ($21,153.30 decrease due to incorporation of the Value Engineering Cost Proposal (VECP) submitted by the contractor for revisions to the Traffic Handling Plans providing for elimination of extended ramp closure due to re-striping the westbound onramp).

F. CN C09196 with Skanska/Rados A Joint Venture for the construction of the I-215 Segments 1 and 2 project: CCO No. 9 Supplement 2 ($395,000.00 increase of funds to compensate contractor for additional storm water prevention measures required for compliance with new Storm Water Permit), CCO 10 Supplement 4 ($20,000.00 increase to compensate contractor for potholing efforts necessary to verify potential conflicts with underground facilities), CCO No. 18 Supplement 6 ($100,000.00 increase in funding for repairing failing roadway sections), CCO No. 43 ($112,324.75 increase for revisions to Retaining Wall 242B in response to contractor submitted RFI No. 24 and NOPC No. 14), CCO No. 84 Supplement 1

($75,000.00 increase for addition funds for rental of real property for storing and stockpiling construction related materials), CCO No. 121 Supplement 3 ($50,000.00 increase for additional funds for theft deterrent measures of electrical pull boxes), CCO No. 161 ($24,000.00 increase for repairs to existing irrigation crossover, supply lines and wiring under northbound SR-259 Highland Avenue off ramp due to damage incurred during construction of Retaining Wall 242), CCO No. 163 ($145,985.05 decrease for installing 40mm water meters and backflow preventers in lieu of 50mm units for landscape irrigation purpose, as requested by Caltrans and City of San Bernardino Water Department) and CCO No. 174 ($20,000.00 increase to compensate contractor for installing and removing temporary street lighting on a Force Account basis as per the Special Provisions and settlement of NOPC No. 22).

G. CN C12146 with Financial Pacific Insurance Company for the construction of the I-10 Riverside Avenue Landscaping Improvement project: CCO No. 5 ($102,000.00 decrease providing for credit to the Agency for costs incurred by reason of the default of America West Landscaping as provided by the Takeover Agreement between SANBAG and the Surety, Financial Pacific Insurance Company).

H. CN C12196 with Ortiz Enterprises, Inc. for the construction of the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 14 Supplement 1 ($1,310.00 increase for development of additional Traffic Control Plans for Tippecanoe Avenue per the request of the City of San Bernardino to meet the needs of local businesses), CCO No. 15 Supplement 2 ($209,580.00 increase to provide for placement of soil containing Aerially Deposited Lead within the limits of the project), CCO No. 17 ($20,554.27 increase for providing temporary fiber optic cable and conduit to maintain Caltrans communication until permanent items can be installed, as requested by Caltrans), CCO No. 19 ($7,000.00 increase to compensate the contractor for removal and delays caused by oversized rock encountered during shoring placement for construction of Abutment No. 1. Log of Test Bores did not indicate rocks in this area) and CCO No. 20 ($15,000.00 increase to maintain existing Traffic Management System Elements and Traffic Signal and Lighting Systems as provided for in the project Special Provisions).

I. CN C10190 with Beador Construction Company, Inc. for construction of the I-10 West Bound Lane Addition project: CCO No. 37 ($5,800.00 increase to add anchor block wall for connection of metal beam guard rail to end of Retaining Wall 151 per Caltrans request), CCO No. 38 ($20,598.60 increase for modifications to Drainage System 21 to match existing conditions to provide proper drainage into bioswale), CCO No. 39 ($2,564.50 decrease due to modifications to Drainage System 25 required for tie-in with existing drainage elements not shown on the plans), CCO No. 40 ($5,185.60 increase due to modifications to Drainage System 19 for relocation of existing inlet due to ramp

widening), CCO No. 41 ($10,000.00 increase to compensate contractor for removal of solid rock encountered during excavation for Drainage System 14), CCO No. 42 ($15,000.00 increase to provide for transitions on top of two concrete barriers to eliminate blunt ends extending above attached MBGR) and CCO NO. 43 (no cost/no credit for change to rubberized asphalt paving as requested by Caltrans).

J. CN C11184 with Skanska USA Civil West for the construction of the Hunts Lane Grade Separation project: CCO No. 19 ($10,975.00 increase to install concrete u-ditch in existing earthen drainage swale to allow for proper drainage around SCE utility pad) and CCO No. 20 ($20,000.00 increase to shift and protect existing AT&T line to allow for installation of jacking pit required for "critical path" items of work).

K. CN C11004 with C.C. Myers, Inc. for the construction of the N. Milliken Avenue Grade Separation project: CCO No. 10 ($281,340.00 increase for extending PCC pavement limits, installed during weekend days and nights, on east side of Milliken Avenue to replace damaged asphalt pavement caused by heavy truck traffic as requested by the City of Ontario).

L. CN C12010 with Riverside Construction Company, Inc. for the construction of the I-15 La Mesa/Nisqualli Interchange project: CCO No. 1 Supplement 2 ($25,000.00 of additional funding for flagging, traffic control work and equipment as specified in the project Special Provisions), CCO No. 4 Supplement 1 ($28,000.00 increase for additional contour grading behind Retaining Wall 6-5 required by the elimination of Retaining Wall 6-7), CCO No. 16 ($6,471.39 increase for modifications to Drainage System 49 to avoid conflict with existing Verizon duct bank), CCO No. 35 (no cost/no credit for revisions to Staging Plans to provide contractor 5 day closure of Mariposa Road giving ample time to install additional curb and gutter as requested by the City of Victorville), CCO No. 46 ($78,206.17 increase for additional water and sewer work required for compliance with current fire and building codes as requested by the City of Victorville), CCO No. 53 ($15,335.00 increase for removal of existing Metal Beam Guard Rail (MBGR) and replace with Thrie Beam Guard Rail to provide proper protection of bridge columns on north bound side of I-15) and CCO No. 54 ($120,000.00 increase to provide for removal of rumble strip and replace with asphalt paving to allow for traffic shift required in Stage 3 of the Traffic Staging Plans).

M. CN C13001 with Security Paving Company, Inc. for the construction of the I-15 Ranchero Road Interchange project: CCO No. 5 ($15,000.00 increase to compensate contractor for 50% of Dispute Review Board costs in accordance with the project Special Provisions), CCO No. 6 ($42,500.00 increase for relocation of 25 additional Joshua Trees, beyond the 43 trees indicated on the

plans, according to survey conducted by the City of Hesperia), CCO No. 7 ($16,352.00 increase for additional Water Pollution Control measures required for compliance with SWPPP guidelines), CCO No. 8 ($8,000.00 increase of temporary hydroseeding and drainage inlet protection necessary for compliance with SWPPP guidelines), CCO No. 9 ($63,520.00 increase for relocation and modifications to existing right of way fencing to accommodate Stage 1A grading and maintain security of I-15 right of way), CCO No. 13 ($8,500.00 increase for Maintaining Existing and Temporary Electrical Systems as specified in the project Special Provisions), CCO No. 17 ($6,000.00 increase for temporary relocation of existing underground Verizon facilities to allow for Stage 1A construction activities) and CCO No. 20 ($69,700.00 increase to compensate the contractor for their equal share in the cost for construction and removal of the temporary Ranchero Road detour).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No's. 0824, 0826, 0838, 0841, 0842, 0862, 0870, 0882, 0888 and 0890.

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: June 13, 2013

Subject: Election of Committee Chair and Vice Chair

Recommendation:* That the Board of Directors conduct elections for members to serve as Chair and Vice Chair of the SANBAG Board of Directors Metro Valley Study Session for terms to end June 30, 2014.

Background: Terms for the Chair and Vice Chair of each of the SANBAG policy committees expire on June 30, 2013. Election of Chair and Vice Chair for each of the policy committees is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Committee to serve until June 30, 2014. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

Financial Impact: Staff support for this activity is consistent with the adopted budget. There is no additional financial impact on the adopted SANBAG Fiscal Year 2013/2014 budget.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
MVSS1306a-gc
Attachment: MVSS1306a1-gc

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President West Valley L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor East Valley Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) James Ramos, Supervisor Mountain/Desert Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms. MVSS1306a1-gc	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Ryan McEachron, Victorville James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provison of the Expenditure Plan and Ordinance No. 04-01.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional auditfs for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.	Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/12 12/31/12 12/31/14 12/31/14 12/31/14

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Review SANBAG's contracting policies and procedures and make recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Omnitrans Comprehensive Operational Analysis In January 2013, the SANBAG Board President appointed this ad hoc committee to work with Omnitrans Board members to review the Comprehensive Operational Analysis (COA) of Omnitrans and to make recommendations based on the COA review.	Review the Comprehensive Operational Analysis of Omnitrans and make recommendations to address projected fiscal shortfalls associated with Omnitrans operations and capital projects.	Janice Rutherford Supervisor Dick Riddell, Yucaipa Alan Wapner, Ontario Pat Morris, San Bernardino Deborah Robertson, Rialto Penny Lilburn , Omnitrans
Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee	Review Right of Way policies and make recommendations on changes and signature authority limits.	Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	SANBAG President – Janice Rutherford, Supervisor SANBAG Vice President – Mike Leonard, Hesperia SANBAG Immediate Past President – Larry McCallon, Highland

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: June 13, 2013

Subject: Interstate 215 (I-215) Barton Road Interchange

Recommendations:* 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 Amendment No. 4 of Contract No. A03045 with LSA Associates, Inc., for the completion of the I-215/Barton Road Interchange Project Environmental Document with an increase of $245,218.63 to the contract value for a not-to-exceed total of $2,296,169.40 which includes previously released contingency of $235,355.00 and to extend the contract duration through June 30, 2014.

2. Approve contingency amount of $24,521.00, for Contract No. A03045 Measure I Valley Fund – Freeway Projects and authorize the Executive Director or designee to release contingency as necessary for the project.

Background: **This is an amendment to an existing contract.** In May 2003, the Board approved Contract No. A03045 with LSA Associates, Inc. to provide environmental services for the Ultimate I-215 Bi-County projects which included the Bi-County HOV project and interchanges at I-215/Barton Road and the I-215/Washington. Subsequently, the contract underwent three

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

MVSS1306g-mkb
Attachments:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04 CSS.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04 DCSS.xlsx

amendments in October 2007, May 2009 and December 2012 which involved revisions to scope and duration. The first amendment expanded the environmental services to support the completion of an environmental document for the ultimate projects. The second amendment reduced the scope consistent with the down scoping of the ultimate I-215 project to a gap closure project. The third amendment simply extended the contract duration.

Most of the work under Contract No. A03045 has been completed, with the exception of the task involving the Environmental Document for the I-215/Barton Road Interchange Improvement project. Work on this task, which was scheduled to be completed by December 31, 2012, was delayed due to a late design change in response to local opposition to the project alternatives which restricted or eliminated access from La Crosse Avenue to Barton Road. As a result of this local opposition, Federal Highway Administration (FHWA), Department of Transportation (Caltrans), and staff discussed the possibility of a roundabout design at both north and southbound ramps. The northbound on and off ramp roundabout was not feasible, however, the southbound roundabout, in lieu of the signalized intersections at the southbound ramps, was feasible and provided access to La Crosse Avenue. FHWA and Caltrans approved this design because of the maintained access and improved safety. Staff is currently incorporating this design change into the environmental studies and anticipates the Environmental Document to be completed by late 2013. Staff is requesting the LSA contract be extended to June 30, 2014, which will allow for the completion of the document and to answer questions from the design team.

Staff recommends approval of Contract No. A03045 Amendment No. 4 with LSA Associates, Inc., for the completion of the I-215/Barton Road Interchange Project Environmental Document for a total not-to-exceed contract amount of $2,296,169.40 and a contract extension through June 30, 2014; a contingency for Contract No. A03045 for a not-to-exceed amount of $24,521.00; and to authorize the Executive Director or designee to release contingency as necessary for the project.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task 0840.

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 Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

MVSS1306g-mkb

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CONTRACT SUMMARY SHEET

Contract No. A03045 Amendment No. 4

By and Between

San Bernardino Associated Governments and LSA Associates Inc.

Contract Description Environmental Services for I-215 Bi-County Projects, Task 840 Barton Interchange

Board of Director's Meeting Date: July 3, 2013
Overview of BOD Action: Approve Amendment 4 to Contract A03045, Task 840 Barton Interchange between SANBAG and LSA Associates, Inc.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,500,000.00	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	1,815,595.77	**Revised Contingency Amount** *Inclusive of prior amendments*	$	235,355.00
Current Amendment Amount	$	245,218.63	**Contingency Amendment**	$	24,521.00
TOTAL CONTRACT VALUE	$	2,060,814.40	**TOTAL CONTINGENCY VALUE**	$	259,876.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,320,690.40

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
05/07/2003	12/31/2013	06/30/2014

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract extended under amendment 3 to modify documents to accommodate FHWA design change.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0830, 0839, 0840, 0845.
☐ A Budget Amendment is required.
How are we funding current FY? MSI Valley Fund-Freeway Projects

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
MSI Valley Fund-Freeway Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Garry Cohoe	[signature]	5/30/13
Task Manager (Print Name)	Signature	Date
Mary Brown	Mary Brown	5/28/13
Project Manager (Print Name)	Signature	Date
Jeffery Hill	[signature]	
Contracts Administrator (Print Name)	Signature	Date
W. Stewart	[signature]	6/3/13
Chief Financial Officer (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	6/3/13
Director of Fund Administration & Programming	Signature	Date

Contract Summary Sheet 10/7/12

AMENDMENT NO. 4 TO

CONTRACT NO. A03045

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LSA ASSOCIATES, INC.

FOR

INTERSTATE 215 (I-215) BI COUNTY PROJECTS –PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE SERVICES

AMENDMENT No. 4 to CONTRACT No. A03045 is made by and between the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Authority (referred to hereafter as SANBAG), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and LSA Associates, Inc., whose address is 20 Executive Park, Suite 200, Irvine, CA 92614, (hereafter called CONSULTANT). SANBAG and CONSULTANT are each "Party" and collectively the "Parties" herein.

WITNESSETH

WHEREAS, SANBAG, under Contract No. A03045 (CONTRACT) has engaged the services of CONSULTANT to prepare the Environmental Documentation in support of the Project's Services for the I-215 Bi-County Projects, Task 0840 I-215/Barton Interchange Improvement Project, described in Attachment A.2 to the Contract; and

WHEREAS, the CONTRACT dated May 7, 2003, as amended by Amendment No. 1 dated October 3, 2007, by Amendment No. 2 dated May 6, 2009, and by Amendment No. 3 dated January 9, 2013, has engaged the services of CONSULTANT to provide Project Report and Environmental Document services for I-215 Bi- County Projects; and

WHEREAS, the parties desire to amend the CONTACT terms and increase the not to exceed value to compensate CONSULTANT for the additional Services in Attachment A.2.

NOW, THEREFORE, the Parties hereto agree to amend the CONTRACT as follows:

1. ARTICLE 1. DESCRIPTION OF SERVICES, is amended to add the following at the end of the Article:
   "In addition to the services set forth in Attachment A, CONSULTANT agrees to perform services set forth in Attachment A.2, I-215/Barton Road Improvement Project, Modified Alternative 7."

2. ARTICLE 2. PERFORMANCE SCHEDULE AND FORCE MAJEURE, Sub-Article 2.1 is amended to read: "The period of performance by CONSULTANT under this Contract shall commence on May 7, 2003, and shall continue in effect until the earlier of June 30, 2014, the date the work is completed, or the Contract is otherwise terminated, conacelled or extended as hereinafter provided.

3. ARTICLE 3. CONTRACT PRICE AND COST PRINCIPLES (COMPENSATION) is amended as follows:

(a) Delete sub-Article 3.2 in its entirety and replace with the following:

"The Not-To-Exceed amount is Two Million, Two Hundred and Ninety-Six Thousand, One Hundred Hundred Sixty-Nine Dollars and Forty Cents ($2,296,169.40) which includes previously released contingency of Two Hundred Thirty-Five Thousand, Three Hundred and Fifty-Five Dollars ($235,355.00). All Services to be provided under this CONTRACT are to be performed as set forth in Attachment A, Additional Technical Studies Scope of Work and shall be reimbursed pursuant to the hourly labor rates identified in Attachment B "Billing Rate Schedule" amended for 2013 rates, shall remain fixed for the term of the CONTRACT, with the exception of payment of Prevailing Wages as identified in 3.4 herein, and shall include CONSULTANT's direct labor costs, indirect costs and profit. All expenses shall be reimbursed per the amount shown in Attachment B. Any travel expenses must be pre-approved, in writing by SANBAG and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SANBAG will not reimburse CONSULTANT for any expenses not identified in Attachment B or agreed to and approved by SANBAG as required under this CONTRACT."

(b) Add sub-Article 3.4 as follows:

"Wage increases for personnel subject to prevailing wage rates as described in California Labor Code, and all salary increases, which are the direct result of changes in the prevailing wage rates, are reimbursable."

4. ARTICLE 6. INVOICING AND PAYMENTS is amended to:

(a) Add the following at the end of sub-Article 6.1:

"Costs shall be collected and invoices submitted under separate cover for each I-215 Bi-County Project."

(b) Add the following at the end of sub-Article 6.2:

"The final invoice shall be marked "FINAL" and will be submitted after any and all closeout documents are submitted to SANBAG. Invoices shall be submitted to SANBAG as follows:
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. C12137
Attention: Accounts Payable"

(c) Add sub-Article 6.8 as follows:

"Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations (FAR) System, Chapter 1, Part 31, et. seq., are subject to repayment by CONSULTANT to SANBAG."

5. ARTICLE 9. REPORTING AND DELIVERABLES is deleted in its entirety and replaced with the following:

"All reports and deliverables shall be submitted in accordance with Attachments A and A.2."

6. ARTICLE 12. CHANGES is amended to add the following sub-Article 12.4:

"12.4 SANBAG may modify this Contract for certain administrative changes without issuing a written amendment. Administrative changes as defined herein are limited to: changes to the personnel identified in this Contract, including Key Personnel and subcontractors; modifications to Attachment B, Billing Rate Schedule; and changes to the name and/or the address of the CONSULTANT. All administrative changes shall be documented in writing between the Parties."

7. ARTICLE 16. REPRESENTATIONS is amended to change the last phrase in the Article from "that are generally accepted in the State of California" to "which is generally accepted in the industry."

8. ARTICLE 28. COMMUNICATIONS AND NOTICES is amended to add under notices "For SANBAG" the following:

"Attn: Contract Administrator, Jeffery Hill"

9. ARTICLE 32. SAFETY, is deleted in its entirety and replaced with the following:

"32.1 CONSULTANT shall strictly comply with all OSHA regulations, local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Work under the Contract. CONSULTANT shall comply with safety instructions issued by SANBAG and their representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while on the project construction site.

32.2 CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq."

10. Add ARTICLE 41. PREVAILING WAGES as follows:

"Certain labor categories under the Scope of Services may be subject to prevailing wages as identified in the State of California Labor Code Section 1770 et. seq. It is required that all mechanics and laborers employed or working on this Project shall be paid not less

than the basic hourly rates of pay and fringe benefits as shown in the current wage schedules of the Department of Industrial Relations, Division of Labor Statistics and Research, (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm).

Additionally, any contract awarded pursuant to this procurement will be subject to Chapter 1 of Part 7 of Division 2 of the Labor Code (commencing with Section 1771) and Subchapters 4 and 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing with Section 16421) as it will be funded in whole or in part by California state bond funds, or is a design build project with Labor Compliance Program (LCP) requirements pursuant to statute. The selected firm shall comply with these cited sections, including the obligation to furnish certified payroll records directly to the California Labor Commissioner in accordance with Title 8 CCR § 16461. The Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement (DLSE), which is part of the California Department of Industrial Relations (DIR), shall be responsible for monitoring and enforcement of the prevailing wage laws on any contract awarded under this project."

11. Except as amended by this Amendment No. 4, all other provisions of Contract No. A03045 and its amendments shall remain in full force and effect.

12. Exhibit 1 (Contract Attachment A.2) is attached to and incorporated into this Amendment by this reference.

13. The Contract is incorporated into this Amendment.

14. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

15. This Amendment No. 4 is effective on the date executed by SANBAG.

LSA Associates, Inc.

By: _____

Date: _____

SANBAG

By: _____
Bill Jahn
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

Exhibit 1
Attachment A.2
Bi-County – I-215/Barton Road Interchange
Modified Alternative 7 Scope of Work

LSA

LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614
949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD
FORT COLLINS
FRESNO
PALM SPRINGS
PT. RICHMOND
RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

May 9, 2013

Ms. Mary Brown
San Bernardino Associated Governments
1170 West 3rd Street
San Bernardino, CA 92410-1715

Subject: Additional Background Information for Budget Amendment Request and Contract Changes: Environmental Services for the I-215 Bi-County Improvement Project (Contract 03-045)

Dear Mary:

LSA Associates, Inc. (LSA) has reviewed the independent review documentation for the Budget Amendment Request and Contract Changes submitted by LSA on April 19, 2013. There are two major themes presented in the independent review: (1) that tasks that have not previously been prepared should not receive any allocated hours; and (2) that the project manager has too many hours.

The Interstate 215 (I-215)/Barton Road Interchange Improvement Project (I-215/Barton; Task Order 6) is unusual in that work commenced in May 2007, eight alternatives have been developed, four alternatives have been considered and rejected, and the Locally Preferred Alternative has been modified four times. Some technical studies have been revised eight times. In addition, Contract 03-045 covers three separate projects, and budget was moved between task orders depending on what changes in the scope of work were needed.

I-215/Barton was originally scheduled to open prior to the I-215 Bi-County High-Occupancy Vehicle (HOV) Gap Closure Project. When the schedules were switched, all of the technical documentation for I-215/Barton was revised in 2009 to accommodate the HOV project. In 2010, when Alternative 6 was the Locally Preferred Alternative, it was anticipated that Project Approval/Environmental Documentation (PA/ED) would be completed by the middle of 2011. Once California Department of Transportation (Caltrans) Traffic Operations determined that Alternative 6 should not be the Locally Preferred Alternative, LSA continued to be involved in meetings and in project development. When the Locally Preferred Alternative was switched to a new alternative, Alternative 7, in early 2011, it was anticipated that PA/ED would be completed by early 2012. When Alternatives 6 and 7 were modified to a right-in/right-out configuration at La Crosse Avenue and Barton Road in October 2011, it was anticipated that PA/ED would be completed by the end of 2012. LSA continued to be involved in meetings and in project development. When it was determined that a roundabout configuration should be studied in August 2012, LSA continued to be involved in meetings and in project development. At each successive change, LSA was involved in project development for several months, and it was understood by the San Bernardino Associated Governments (SANBAG) Project Manager that additional costs were incurred. The total contract budget did not become a concern for LSA until it was determined that a new alternative would delay the project for another year (through 2013) and require edits to all technical studies. Because of all of these changes described above, the

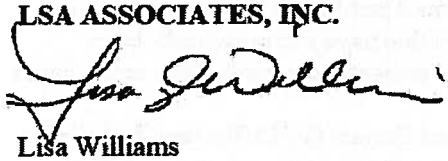
budget allocated for tasks not already completed, i.e., Draft and Final Environmental Document, had been expended.

The hours assigned to the project manager reflect the degree of my involvement required to maintain the schedule as well as the consistency in environmental documentation. I not only act as the project manager, I am also a technical lead in community, relocation, and visual impacts. Because of the minor modification to Alternative 7, I am taking the lead in revising the project description and ensuring consistency in the figures and analysis in all of the technical reports. For instance, because of my long tenure with the project and my direct involvement in alternative development, I prepared the latest Cultural Resources and Paleontological Resources Memorandum and submitted it to the technical specialists for review. This method is actually more efficient, and makes it easier to transfer the technical changes to the previously prepared Draft Initial Study/Environmental Assessment (IS/EA). Therefore, my involvement is more hands-on than usual.

I hope this background and explanation provides enough information to support the hours that LSA submitted in its budget amendment request. The hours listed are based on my review of previous hours spent revising the technical studies, coordinating with Caltrans, and attending focus meetings/workshops to resolve comments. Please call me at (949) 553-0666 if you have additional questions.

Sincerely,

LSA ASSOCIATES, INC.



Lisa Williams
Associate

BUDGET AMENDMENT REQUEST: TASK ORDER 6, I-215/BARTON ROAD INTERCHANGE IMPROVEMENT PROJECT (CONTRACT 03-045)

The LSA Associates, Inc. (LSA) environmental project team commenced work on the Interstate 215 (I-215)/Barton Road Interchange Improvement Project in June 2007. Over the past 5.5 years, several project alternatives have been studied, and technical reports have been modified accordingly. LSA has previously made eight revisions to the technical studies and submitted the Administrative Draft Initial Study/Environmental Assessment (IS/EA) to the California Department of Transportation (Caltrans) for review in August 2012.

Recently, Caltrans and the Federal Highway Administration (FHWA) have concurred with a modification to Alternative 7, which was the locally preferred alternative. The new Modified Alternative 7 will include a roundabout configuration at the southbound I-215 ramps at Barton Road, instead of a traditional intersection. Based on preliminary design, the roundabout modification will not require additional full acquisitions. In addition, Modified Alternative 7 is within the previously approved Area of Potential Effects (APE) and Biological Study Area (BSA). This alternative will, however, change the traffic circulation, profile, and elevation of the intersection. Modified Alternative 7 will be analyzed in the technical studies, and a revised Administrative Draft IS/EA will be prepared. Based on communication from Caltrans, Alternative 7 will be removed from the technical studies and replaced with Modified Alternative 7.

LSA's contract with the San Bernardino Associated Governments (SANBAG) included several task orders, most of which have since been closed. Since February 2009, the only open task orders have been Task Order 6, I-215/Barton Road; Task Order 7, I-215/Washington Street; and Task Order 9, I-215 Bi-County High-Occupancy Vehicle (HOV) Lane Gap Closure. LSA's scope of work for Task Orders 6 and 7 has changed several times; funds have been shifted from Task Order 7 and contingency funds have been released three times as shown in the table below. At this time, Task Orders 7 and 9 have been completed and there is no additional budget left in these tasks. In addition, only $16,642 of the contingency funding is remaining. Approximately $32,000 is remaining in the Task Order 6 budget. For these reasons, there is not enough budget for LSA to update all the technical studies and prepare a new Administrative Draft IS/EA or complete the other tasks as part of Project Approval and Environmental Documentation (PA&ED) while extending the schedule from December 2012 to December 2013 to accommodate a new alternative. Since September 2012, LSA has expended approximately $24,000 at meetings, preparing memos and schedules and coordinating with Caltrans regarding the modifications to Alternative 7 (Modified Alternative 7). Now that LSA has received confirmation regarding the extent of the technical scope of work required to evaluate the impacts of Modified Alternative 7 during the focused environmental meeting on April 4, 2013, the company is requesting the additional funds necessary to complete the scope of work for completion of PA&ED for the I-215/Barton Road Interchange Project.

	Task Order 6: I-215/Barton	Task Order 7: I-215/Washington	Task Order 9: I-215 Bi-County HOV Lane Gap Closure Project
	Scope of Work		
Amendment No. 1, October 3, 2007	**$310,450**: CIA, Visual Memo, Noise Study, Air Quality Analysis, WQAR, DRIS, Paleontology Study, NESMI, HPSR, HRER, ASR, IS/EA, Section 4(f) Evaluation, Public Outreach	**$332,090:** PEAR, CIA, Visual Memo, Noise Analysis, Air Quality Analysis, WQAR, DRIS, Paleontology Study, NESMI, HPSR, HRER, ASR, IS/EA, Public Outreach	N/A
Amendment No. 2, May 6, 2009	**$47,684**: Value Analysis, ISA, Updated Noise Study, Noise Abatement Decision Report, Updated Air Quality Analysis, additional survey area for Alternative 6, additional historic properties	**$30,484:** ISA, Noise Abatement Decision Report	**$733,221:** PEAR, Noise Study, Noise Abatement Decision Report, Air Quality Analysis, WQAR, Floodplain Encroachment Report, Paleontology Study, NES, Section 4(f) Evaluation, HPSR, ASR, IS/MND and CE, Public Outreach
Contingency Release No. 1			**$126,305:** Bat Surveys, APE map revisions, HRER, VIA
Transfer from Task Order 9, April 8, 2010	**$100,000:** Reformat CIA per Caltrans sample, VIA, additional noise measurements, revisions to Noise Study to include HOV geometrics		
Contingency Release No. 2 and Transfer from Task Order 7, April 5, 2011	**$195,427:** Addition of Alternative 7. Updates to technical studies, extended schedule, extended public outreach, updated Administrative Draft IS/EA, sound barrier surveys		
Transfer from Task Order 7, April 2011			**$31,089:** Remodel Noise Study with revised geometrics, quantitative construction analysis in Air Quality Analysis, additional survey area, revised APE map, Section 7 Consultation, CIA, ISMND reformat, sound barrier surveys.

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	Task Order 6: I-215/Barton	Task Order 7: I-215/Washington	Task Order 9: I-215 Bi-County HOV Lane Gap Closure Project
Contingency Release No. 3	**$72,408:** Revision to Alternatives 6 and 7. Updates to technical studies, extended schedule, updated Administrative Draft IS/EA, rejection of Alternative 5		

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx

ADDITIONAL TECHNICAL STUDIES SCOPE OF WORK

The scope of work specified below is based on the results of the April 4, 2013, meeting. A draft meeting summary was prepared and distributed to the meeting attendees for comment and the final meeting summary was also distributed.

- **Paleontological Identification Report/Paleontological Evaluation Report:** A memo will be prepared that describes Modified Alternative 7 and documents that there is no change to the Area of Disturbance; therefore, no changes to impacts would occur.
- **Historic Property Survey Report:** A memo will be prepared that describes Modified Alternative 7 and documents that there is no change to the Archeological Study Area or APE; therefore, no changes to impacts would occur.
- **Air Quality Analysis:** The previously approved report will be updated based on the traffic data for Modified Alternative 7. An update to the August 14, 2012, particulate matter memorandum will be presented to the Southern California Association of Governments' (SCAG) Transportation Conformity Working Group (TCWG). The Greenhouse Gas Analysis will be updated based on the latest template in the Standard Environmental Reference (SER). Alternative 7 will be removed from the report.
- **Air Quality Conformity Report:** This report is required to be submitted to Caltrans for review after public review of the environmental document (ED). Once recommended for approval by Caltrans, it is submitted to FHWA for approval.
- **Natural Environment Study (Minimal Impacts):** The NESMI will be updated with Modified Alternative 7. LSA has conducted an updated site visit (March 2013), and no new concerns were noted. Adam Compton of Caltrans will request an updated species list from the United States Fish and Wildlife Service (USFWS).
- **Noise Study Report and Noise Abatement Decision Report:** A Supplemental Noise Study Report (NSR) will be prepared that only addresses Modified Alternative 7 based on the traffic data, geometrics, profiles, and right-of-way limits. Sound barriers will be evaluated independently from the I-215 Bi-County HOV Lane Gap Closure Project to be consistent with the previously approved NSR. The discussion of the No Build Alternative in the IS/EA will include a discussion and noise data that incorporates the two HOV sound barriers. A Supplemental Noise Abatement Decision Report will be prepared based on the Supplemental NSR. Any required Noise Survey of benefitted receptors will be completed prior to circulation of the Draft ED, with results incorporated.
- **Sound Barrier Surveys:** If the sound barrier adjacent to the Grand Terrace Mobile Home Park is found to be reasonable and feasible, LSA will circulate sound barrier surveys to affected property owners and the responses will be incorporated into the IS/EA. No other sound barriers are anticipated to be reasonable and feasible beyond those already planned for the I-215 Bi-County HOV Lane Gap Closure Project.
- **Community Impact Assessment:** This report will be updated with Modified Alternative 7 and will incorporate James Shankel's previous comments on the Administrative Draft IS/EA. Alternative 7 will be removed from the report. Right-of-way acquisitions will be updated. The changes in circulation will be evaluated in the Community Impact Assessment (CIA). In addition,

all relevant data will be updated including property tax and sales tax for all of the Build Alternatives. A new site visit will be conducted to verify businesses that would be displaced by this alternative.

- **Water Quality Assessment Report:** This previously approved report will be updated with Modified Alternative 7. The impervious area and disturbance area will be updated. In addition, revised locations of best management practices (BMPs) will be incorporated, as applicable. As previously agreed to by Mr. Shankel, this report will not be updated based on the SER template. Alternative 7 will be removed from the report.
- **Draft Relocation Impact Statement:** The Draft Relocation Impact Statement (DRIS) will be updated with Modified Alternative 7. New searches for available and comparative properties will be conducted for all Build Alternatives. Alternative 7 will be removed from the report. Right-of-way acquisitions will be updated.
- **Final Relocation Impact Statement:** This task was not part of the original scope of work, and in the past, it has been prepared by Caltrans during preparation of the Final ED. However, Mr. Shankel has requested that this be included in LSA's scope of work. The budget assumes that no major revisions to the DRIS will be required.
- **Initial Site Assessment:** A supplemental memo/report will be prepared by Kleinfelder that describes Modified Alternative 7 and indicates that no additional right-of-way is needed. A new database and agency records search and site visit will be conducted, and the report will be updated accordingly.
- **Visual Impact Assessment:** This report will be updated with Modified Alternative 7. Alternatives 5 and 7 will be removed from the report. Two new view simulations will be prepared for Modified Alternative 7: (1) from the I-215 southbound off-ramp; and (2) on eastbound Barton Road, west of the roundabout. Caltrans landscaping will provide a concept of the roundabout landscaping to include in the view simulations.

Because Caltrans reviewers are familiar with the I-215/Barton Road Interchange Project and have previously approved the technical studies (with exception of the CIA and DRIS), it is specified that LSA will submit two drafts of each technical study (one for Caltrans review and one for Caltrans concurrence that the comments were addressed).

All submittals will receive peer review by VCS Environmental. VCS Environmental's comments will be incorporated into documents or resolved through discussions with Peter Carlson.

LSA will attend monthly Project Development Team (PDT) meetings through December 2013, as well as weekly conference calls. LSA will also attend up to four focused environmental meetings in addition to the workshops described above.

DRAFT AND FINAL ENVIRONMENTAL DOCUMENT TASKS

LSA previously submitted the Administrative Draft IS/EA for Caltrans review in June 2012. Verbal comments were received from Mr. Shankel in three day-long workshops. LSA revised all the sections of the IS/EA but did not resubmit the document since it was known that there would be a

modification to Alternative 7. Mr. Shankel indicated that he does not want to see responses to his comments and that the revised Administrative Draft IS/EA will be reviewed as a new submittal.

As part of its additional scope of work, LSA will revise all of the sections of the Administrative Draft IS/EA based on the results of the technical studies and Modified Alternative 7. This document will be prepared based on the latest SER template. Because this document has been previously reviewed by Caltrans, it is specified that LSA will prepare one draft for review and a second draft for concurrence that the comments were addressed. LSA will attend two all day workshop meetings to resolve comments, if necessary.

Neither the Public Review Draft IS/EA nor the Final IS/EA has been prepared. Because of the delay in the project and the development of Modified Alternative 7, insufficient budget is available to complete these tasks. The Draft and Final ED tasks are listed below.

LSA will prepare one copy of the Draft IS/EA for Caltrans signature for approval to circulate the document for public review.

DRAFT ENVIRONMENTAL DOCUMENT CIRCULATION AND PUBLIC HEARING

LSA will update the draft public distribution list. The IS/EA will be circulated for public review and submitted to the Office of Planning and Research (OPR) (up to 15 hard copies and 50 CDs). LSA will prepare and publish a Notice of Availability (NOA) and Opportunity for Public Hearing. LSA will attend one public hearing under this task and will provide aerial photoboards for public viewing.

PUBLIC COMMENT RESPONSES

The Draft Response to Comments table will be submitted to Caltrans and SANBAG for review and comment. Changes will be incorporated into the table and inserted in the Final IS/EA.

ADMINISTRATIVE DRAFT FINAL ENVIRONMENTAL DOCUMENT

The Administrative Draft Final IS/EA and Mitigated Negative Declaration (MND) will be submitted to Caltrans and SANBAG for review (18 copies).

FINAL ENVIRONMENTAL DOCUMENT

The Final IS/EA and MND will be submitted to Caltrans and SANBAG for approval. As part of the process for the Final MND/Finding of No Significant Impact (FONSI), LSA will circulate the Response to Comments table to agencies that submitted comments on the Draft IS/EA, and will prepare and file a Notice of Determination (NOD) and Notice of Availability (NOA) of the FONSI. LSA will provide up to 20 copies of the approved MND and FONSI.

PUBLIC OUTREACH

Arellano Associates, Inc. will continue to provide ongoing public outreach tasks. The following public outreach tasks will be completed:

- Monthly review and responses to comments on the helpline;
- Updates to SANBAG fact sheets;
- Update to mailing list;
- Public notice translation to Spanish, distribution, and publication;
- Room arrangement for public hearing; and
- Management of public hearing.

Attachment B
Bi-County – I-215/Barton Road Interchange
Modified Alternative 7
Labor Rates, Manhour Estimate and Direct Expenses

LSA Associates, Inc.

LSA

LSA ASSOCIATES, INC.

ATTN: Lisa Williams
LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, CA 92614

Contract No.: 03-045
Task Order No.: 6
Task Order Period of Performance: May 2007 to January 2014
Amendment No.: 4

Consultant Costs:
Direct Labor Costs:

Employee Name	Classification	Regular / OT	WBS	Billing Rate	Hours	Labor Cost
[redacted]	Principal-Env QA/QC	Regular	varies	$ 186.95	97	$18,134.15
[redacted]	Project Manager	Regular	varies	$ 151.34	503	$76,124.02
[redacted]	Associate	Regular	varies	$ 134.51	65	$8,743.15
[redacted]	Associate, Air Quality	Regular	varies	$ 134.51	88	$11,836.88
[redacted]	Associate, Biology	Regular	varies	$ 134.51	29	$3,900.79
[redacted]	Senior Cultural Resources Mgr	Regular	varies	$ 103.02	20	$2,060.40
[redacted]	Senior Noise Specialist	Regular	varies	$ 101.72	140	$14,240.80
Staff	Principal-Technical QC	Regular	varies	$ 186.95	16	$2,991.20
Staff	Senior Env Planner/Specialist	Regular	varies	$ 103.02	16	$1,648.32
Staff	Environmental Planner/Specist	Regular	varies	$ 82.58	330	$27,251.40
Staff	Asst. Env Planner/Specialist	Regular	varies	$ 70.00	188	$13,160.00
Staff	Word Processing/Editor	Regular	varies	$ 74.99	192	$14,398.08
Staff	GIS/Graphics	Regular	varies	$ 114.99	160	$18,398.40
Staff	Office Assistant	Regular	varies	$ 54.98	98	$5,388.04
				Total Sub Consultant Direct Labor Cost :	1,942	$218,275.63

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx

LSA Associates, Inc.

LSA
LSA ASSOCIATES, INC.

ATTN: Lisa Williams
LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, CA 92614

Contract No.: 03-045
Task Order No.: 6
Task Order Period of Performance: May 2007 to January 2014
Amendment No.: 4

Other Direct Costs:

Name / In House / Vendor	Description		WBS	Unit Price		ODC
	Mileage/Parking/Tolls					$1,000.00
Outside Vendor ODC	Printing / Reproduction					$2,000.00
In House	Printing / Reproduction					$15,000.00
Outside Vendor ODC	Mail/Courier					$500.00
Outside Vendor ODC	View Simulations					$9,990.00
CDFW	NOD Filing Fee					$2,156.00
				Total Consultant Other Direct Cost:		$30,646.00

Total Consultant Cost: $248,921.63

Sub-Consultant Costs:

Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Descriptio	WBS			Labor + ODC
Klienfelder	No	ISA/External QC				$12,593.00
Arellano Associates	Yes	Public Outreach				$32,613.00
				Total Sub Consultant Costs:		$45,206.00

	Total Amount
Grand Total (Prime + Subs):	$294,127.63
EXISTING BUDGET AS OF 4/7/13	$32,267
REMAINING CONTINGENCY	$16,642
ADDITIONAL LABOR BUDGET NEEDED	$245,218.63

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx

LSA Associates, Inc.

Contract No.: 03-045

Task Order No.: 6

Task Order Period of Performance: May 2007 to January 2014

Amendment No.: 4

Classification	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Principal-Technical QC	Senior Env Planner/Specialist	Environmental Planner/Specl	Asst. Env Planner/Specialist	Word Processing/Editor	GIS/Graphics	Office Assistant	Hours	Labor Cost
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		
PROJECT MANAGEMENT AND MEETINGS	24	165													189	$29,458
INTERNAL/EXTERNAL QUALITY CONTROL	45	65	8	8	12	4	8	16	4	16	12		8		206	$29,726
PEER REVIEW REVISIONS	4	20	4	4	4	4	4			20	24	8	8		104	$11,059
SUPPLEMENTAL NOISE STUDY		4					80					12	12	4	112	$11,243
SUPPLEMENTAL NOISE ABATEMENT DECISION REPORT		2	5				40					8	4	4	63	$6,324
AIR QUALITY ANALYSIS		4		44								8	4	4	64	$7,804
NATURAL ENVIRONMENT STUDY MEMO		4			5								4	2	15	$1,848
COMMUNITY IMPACT ASSESSMENT		24								30	20	12	12	4	102	$10,009
HPSR MEMO		4				4						2		2	12	$1,277
PALEONTOLOGY MEMO		4							4			2		2	12	$1,277
VISUAL IMPACT ASSESSMENT		6								40		8	12	4	70	$6,411
STATEMENT		6								24		6	4	4	44	$4,020
WATER QUALITY ASSESSMENT REPORT		2	24									8	4	4	42	$4,811
ADMIN DRAFT ED		50	16							80	40	40	36	12	274	$26,925
PUBLIC REVIEW DRAFT ED		40								24	24	30	24	4	146	$14,945
DED PUBLICATION AND CIRCULATION		16								16	16			16	64	$5,742
SOUND BARRIER SURVEYS		4								8				4	16	$1,486
PUBLIC HEARING	8	16								12			16		52	$6,748
PUBLIC COMMENT RESPONSES	16	30	8	8	8	8	8		8	24	24	16		2	160	$18,193
AIR QUALITY CONFORMITY REPORT		1		24								8		2	33	$3,939
ADMIN DRAFT FED		16								24	12	12	8	8	80	$7,503
FINAL RELOCATION IMPACT STATEMENT		4								12		4	4	4	28	$2,576
FINAL ED		16									16	10		12	54	$4,351
TOTAL LABOR	**97**	**503**	**65**	**88**	**29**	**20**	**140**	**16**	**16**	**330**	**188**	**192**	**160**	**98**	**1942**	**$218,276**

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx

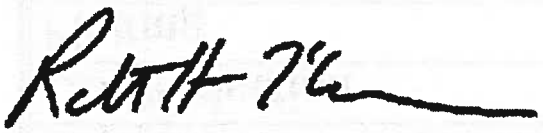
SBA330	**Rates Increased for April 2013**				
Name	Classification	Old Direct Rate	Old Loaded Rate	New Direct Rate	New Loaded Rate
Calerdine	Principal	$ 59.27	$ 164.74	$ 60.00	$ 166.77
Canterbury	GIS Specialist	$ 23.85	$ 66.29	$ 25.04	$ 69.61
Carpenter	Senior Biologist	$ 29.20	$ 81.16	$ 30.66	$ 85.22
Chung	Principal - Air & Noise	$ 60.00	$ 166.77	No Change	$ 166.77
Dow	GIS/Graphics	$ 41.37	$ 114.99	No Change	$ 114.99
Erickson	Associate	$ 43.17	$ 119.99	No Change	$ 119.99
Flahive	Senior GIS Specialist	$ 34.18	$ 95.00	$ 35.89	$ 99.75
Henderson	Principal - GIS / Graphics	$ 40.83	$ 113.49	$ 49.81	$ 138.45
Lay	Associate	$ 41.35	$ 114.93	$ 43.17	$ 119.99
Lo	Environmental Planner	$ 25.24	$ 70.15	$ 26.50	$ 73.66
Lui	Senior Noise Specialist	$ 31.09	$ 86.41	$ 32.64	$ 90.74
Makakaufaki	Support Staff	$ 19.78	$ 54.96	No Change	$ 54.96
McCann	Principal	$ 60.00	$ 166.77	No Change	$ 166.77
Phillips	Graphics Technician	$ 28.67	$ 79.69	$ 30.10	$ 83.67
Rojas	Support Staff	$ 17.64	$ 49.03	$ 18.52	$ 51.48
Roos	Senior GIS Specialist	$ 40.79	$ 113.36	No Change	$ 113.36
Stanakis	Word Processing	$ 26.98	$ 74.99	No Change	$ 74.99
Thomas	Associate	$ 43.17	$ 119.99	No Change	$ 119.99
Tibbet	Sr. Cultural Resources Mana	$ 31.49	$ 87.53	$ 33.06	$ 91.90
Davis	Associate	$ 34.18	$ 95.00	$ 43.17	$ 119.99
West	Associate	$ 34.18	$ 95.00	$ 43.17	$ 119.99
Williams	Project Manager	$ 48.38	$ 134.47	$ 48.57	$ 135.00
Word Processing (Various)		$ 26.98	$ 74.99	No Change	$ 74.99

LSA IN-HOUSE DIRECT EXPENSES
JANUARY 2013

			Unit Cost
Reproduction	(8.5 x 11)	B/W	$.07 per page
Reproduction	(8.5 x 11)	Color	$.40 per page
Reproduction	(11 x 17)	B/W	$.10 per page
Reproduction	(11 x 17)	Color	$.75 per page
CD Production			$5.00 per CD
Plotting			$3.75 per sf
Mileage On Road			$.565 per mile
Mileage Off-Road			$.715 per mile
GPS Unit			$75.00 per day
Total Station Surveying Instrument			$50.00 per day
Level (Laser or Optical)			$25.00 per day
Laser Rangefinder			$25.00 per day
Sound Meter			$75.00 per day
Aerial Photo			Cost
Boat Rental			$50.00/day
Water Quality Meter			$25.00/day

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/A03045-04.docx

Signature:



Rob McCann
President

04/25/2013
Date

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: June 13, 2013

Subject: Mitigation Agreement for the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange)

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

1. Approve Purchase and Sale agreement with the Riverside-Corona Resource Conservation District based on the standard format in the Attachment "A" for the purchase from Riverside-Corona Resource Conservation District of 8.9 Acres of Enhancement Credits from the Program and authorize payment of $1,361,700 per said agreement for impacts to the Waters of the U.S. that result from activities authorized under section 404 of the Clean Water Act for the Devore Interchange Project upon approval of final agreement language by General Counsel. This purchase will be funded by Measure I 2010-2040 Cajon Pass Funds authorized under previously approved Cooperative Agreement C11103 with the California Department of Transportation.

2. Authorize the Executive Director to execute the purchase and sale agreement for the required waters mitigation based on the form in Attachment "A" upon approval of final language by General Counsel.

Background: The Devore Interchange Project is currently under design by the selected Design-Build firm and construction is anticipated to start within the next month. The

*

Approved
Board Metro Valley Study Session

Date: *June 13, 2013*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

MVSS1306d-ds

Attachment: http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1306/AgendaItems/MVSS1306d1-ds.pdf

project received environmental clearance in February, 2012. Part of the conditions of environmental approval includes the requirement to obtain a section 404 permit from the United States Army Corps of Engineers (USACE). This 404 permit provides approval for limited impacts to jurisdictional waters of the United States provided such impacts are limited to a very small area. For the Devore project, there are a number of existing small drainage channels which convey storm runoff from the mountains, under the freeway, and down to Cajon Wash. These channels are impacted by project construction as the widening of the freeway requires extending the underground channels below the widened freeway and reconstruction in many cases of the inlet and outlet structures.

Recommendation 1: To mitigate for these impacts to U.S. jurisdictional waters, San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission is agreeing to purchase mitigation credits at the Riverside-Corona Resource Conservation District (RCRCD) bank. The mitigation bank for San Bernardino County did not have available credits. The mitigation ratio for credits to impacted acres is 5:1, meaning SANBAG is required to purchase five times the number of acres impacted to satisfy the requirements of the permit. This is a standard requirement by the USACE. The cost of the 8.9 acres of mitigation credit is $1,361,700. This cost has been approved and budgeted within cooperative agreement C11103 which was approved by the Board of Directors on June I, 2011, and an amendment approved at the March 7, 2012, Board meeting which gave approval for expenditures up to $50,353,825. Per this agreement with Department of Transportation (Caltrans), SANBAG agreed to pay for all right of way, utilities, and mitigation costs using Measure I funding and to be the implementing agency for this phase of work. As a result, this agreement is between SANBAG and the RCRCD for the benefit of the overall project.

Recommendation 2: The agreement in Attachment "A" is a standard purchase and sale agreement for these mitigation credits. General Counsel has reviewed the basic form of the agreement and will review the final version submitted for execution. Upon General Counsel acceptance of the final wording in the agreement, it will be provided for signature by the Executive Director. Since this project will be starting construction soon, it is important to complete the terms of the permit as soon as possible. The delegation of signature authority to the Executive Director will expedite execution of this agreement and payment of funds for purchase of these credits. Staff recommends approval of both recommendations.

Financial Impact: This item is consistent with the proposed SANBAG Fiscal Year 2013/2014 budget. This agreement will be funded with Measure I 2010-2040 Cajon Pass funds under Task Number No. 0880. The total amount of the subject agreement is

within with the programmed cost for the Right of Way phase and the approved project phase costs of cooperative agreement C11103.

Reviewed By: This item is also scheduled for review at the SANBAG Mountain Desert Committee meeting on June 21, 2013. SANBAG Contract Administrator and General Counsel have reviewed this item and a draft of the agreement.

Responsible Staff: Garry Cohoe, Director of Project Delivery

AGREEMENT FOR SALE OF CREDITS FROM THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT IN-LIEU FEE PROGRAM

This Agreement is entered into this _____ day of _____ 2013, by and between Riverside-Corona Resource Conservation District ("RCRCD"), and the San Bernardino Associated Governments ("Project Proponent") (collectively the "Parties"), as follows:

RECITALS

A. RCRCD has developed the RCRCD In-Lieu Fee Program (the "Program"); and

B. The Program was approved by the Los Angeles District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), and the California Regional Water Quality Control Board, Region 8 ("RWQCB") (jointly referred to as the Interagency Review Team (the "IRT") on July 26, 2012 and is currently in good standing with the IRT; and

C. RCRCD has received approval from the IRT to sell Credits from the Program to offset impacts; and

D. Project Proponent is seeking to purchase Compensatory Mitigation Credits ("Credits") from the Program for impacts to the Waters of the U.S. that result from activities authorized under section 404 of the Clean Water Act (Exhibit "A"). The number of ILF Credits to be acquired by the Propect Proponent for the Interstate 15 / Interstate 215 Interchange Improvements Project (the "Project"), that would take place within unnamed tributaries to Cajon Creek near the community of Devore, San Bernardino County, California ("Impact Location") is 6.6 acres for the enhancement of wetlands, as described in Special Condition No. 3 of 404 Permit No. SPL-2009-00460-VCC and an anticipated 2.3 acres for the enhancement of wetlands in a too be issued permit for the impacts to Cajon Creek for a total of 8.9 acres; and

E. USACE is requiring Project Proponent to purchase 8.9 Enhancement Credits to mitigate for impacts to Waters of the U.S. at the Impact Location by the Project, which is described in Exhibit "B"; and

F. Project Proponent desires to purchase from RCRCD and RCRCD desires to sell and convey to Project Proponent, Credits from the Program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions herein, RCRCD agrees to sell to Project Proponent and Project Proponent agrees to purchase from **RCRCD 8.9 Acres of Enhancement Credits from the Program ("Credits") for the purchase price of $1,361,700.** The purchase price for said Credits shall be paid by means acceptable to RCRCD. The Parties shall mutually agree to a "Closing Date" by which the Credit sale transaction will be completed, which shall be no later than the execution of this agreement. On the Closing Date, RCRCD shall transfer to Project Proponent evidence that the Credits have been allocated to the Project by Bill of Sale in the form attached as Exhibit "C", and Project Proponent shall pay the purchase price specified above.

2. In the event Project Proponent has not delivered the Purchase Price to RCRCD on or before the Closing Date, this Agreement shall automatically terminate without need for any further action by RCRCD and RCRCD shall have no further obligations to Project Proponent under this Agreement.

3. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

4. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the mitigation property associated with Credits sold, or the Program.

5. The Credits herein sold and conveyed to Project Proponent shall be non-transferable and non-assignable, and shall be used as compensatory mitigation only in connection with the Project.

6. All representations, warranties, and covenants embodied in this Agreement shall survive the transfer of the Credits hereunder.

7. RCRCD shall cooperate and assist Project Proponent by providing documentation required by the IRT, and other regulatory agencies to establish that the Credits may be used to compensate for the Project's impacts described above. RCRCD shall provide USACE with a Statement of Sale of Credit in the form of the attached Exhibit "D" no later than 30 days after the Closing Date of a successful sale.

8. Any notice or other written communication given pursuant to this Agreement shall be delivered to the other Party by first class U.S. mail, certified or registered U.S. mail or facsimile mail with mailed copy as follows:

Project Proponent:	Garry Cohoe San Bernardino Associated Governments 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Telephone: 909.884.8276 Facsimile: 909.885.4407
RCRCD:	Shelli Lamb, District Manager 4500 Glenwood Dr, Bldg A Riverside, CA 92501-3042 Telephone: (951) 683-7691 Facsimile: (951) 683-3814
Copy To:	Steve Anderson, General Counsel, RCRCD Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Telephone: (951) 686-1450 Facsimile: (951) 686-3083

9. It is agreed that all understandings and agreements heretofore had between the Parties respecting the transactions contemplated by this Agreement are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, or agreements except as specified and expressly set forth herein, in the exhibits annexed hereto, or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

10. Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his or her individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation, duly adopted by said Board of Directors and transcribed in full in the minutes of said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written,

RCRCD:	PROJECT PROPONENT:
By: _____	By: _____
Its: _____	Its: _____

Exhibit A

404 PERMIT

DEPARTMENT OF THE ARMY
Los Angeles District Corps of Engineers
P.O. Box 532711
Los Angeles, CA 90017-3401

REPLY TO
ATTENTION OF

February 4, 2013

Regulatory Division

Scott Quinnell, Senior Environmental Planner
California Department of Transportation, District 8
464 West 4th Street, 6th Floor
San Bernardino, California 92401-1400

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT AUTHORIZATIONS

Dear Mr. Quinnell,

This correspondence is in reply to your application, dated April 30, 2012, for a Department of the Army Permit. Your proposed project, Interstate 215/15 Interchange Improvement Project, would result in discharges of permanent fill into approximately 1.231 acre and of temporary dredged or fill material into approximately 0.07 acre of non-wetland waters of the U.S. Therefore, pursuant to section 404 of the Clean Water Act (33 U.S.C. 1344; 33 C.F.R. parts 323 and 330), your proposed project requires a Department of the Army permit. The proposed work would take place within unnamed tributaries to Cajon Creek near the community of Devore, San Bernardino County, California (see attached figures).

I have determined construction of Interstate 215/15 Interchange Improvement Project complies with Nationwide Permit (NWP) No. 14 Linear Transportation Projects, if conducted as described in your application. This letter covers multiple verifications, listed below.

Specifically, you are authorized to (as shown on the enclosed figures):

- Discharge permanent fill material into approximately 1.231 acre (10,716 linear feet) and temporarily discharge dredged or fill material into approximately 0.070 acre (335 linear feet) of non-wetland waters of the U.S. to construct the Interstate 15/ Interstate 215 Interchange Improvement Project at the following locations (also see attached tables):
  - PCN Group 2 (South of I-15/I-215 Interchange Area, Cajon Creek Subwatershed): Permanent: 0.086 acre non-wetland waters of the U.S.; and Temporary: 0.006 acre non-wetland waters of the U.S.
  - PCN Group 3 (North of Pittman Canyon): Permanent: 0.459 acre non-wetland waters of the U.S.; and Temporary: 0.023 acre non-wetland waters of the U.S.
  - PCN Group 4 (Pittman Canyon Subwatershed): Permanent: 0.496 acre non-wetland waters of the U.S.; and Temporary: 0.029 acre non-wetland waters of the U.S.
  - PCN Group 5 (Cable Creek Subwatershed): Permanent: 0.190 acre non-wetland waters of the U.S.; and Temporary: 0.012 acre (25 linear feet) of non-wetland waters of the U.S.

For this NWP No. 14 verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the following non-discretionary Special Conditions listed below:

1. The Permittee shall abide by the terms and conditions of the Clean Water Act (CWA) section 401 Water Quality Standards Certification, dated October 10, 2012.

2. Prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a complete set of final detailed grading/construction and drainage plans showing all work areas and structures in waters of the U.S. All plans shall be in compliance with the Final Map and Drawing Standards for the Los Angeles District Regulatory Division dated August 6, 2012 (http://www.spl.usace.army.mil/Portals/17/docs/regulatory/Permit_Process/SPD-RG_map-drawing-standards_final_20120806v3.pdf). All plan sheets shall be signed, dated, and submitted on paper no larger than 8.5 x 11 inches. No work in waters of the U.S. is authorized until the Permittee receives, in writing (by letter or e-mail), Corps Regulatory Division approval of the final detailed grading/construction plans. The Permittee shall ensure that the project is built in accordance with the Corps Regulatory Division-approved plans.

3. Prior to initiating construction in waters of the U.S., and to mitigate for permanent impacts to 1.231 acre of non-wetland waters of the U.S. and for temporary impacts to 0.070 acre of non-wetland waters of the U.S., the Permittee shall provide documentation verifying purchase of 6.6 acres credits for the enhancement of wetlands from a Corps-approved in-lieu fee program (SAWA Arundo Removal Program). The Permittee shall not initiate work in waters of the U.S. prior to receiving written confirmation (by letter or e-mail) from the Corps Regulatory Division as to compliance with this special condition. The Permittee retains responsibility for providing the compensatory mitigation until the number and resource type of credits described above have been secured from a sponsor and the Corps Regulatory Division has received documentation that confirms that the sponsor has accepted the responsibility for providing the required compensatory mitigation. This documentation may consist of a letter or form signed by the sponsor, with the permit number and a statement indicating the number and resource type of credits that have been secured from the sponsor.

4. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter avoided waters of the U.S. areas shown in the attached figures. Adverse impacts to waters of the U.S. beyond the Corps Regulatory Division-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements.

5. Upon project completion, all temporary fills shall be removed and all temporarily affected streams shall be re-contoured to pre-construction conditions. In addition, the Permittee shall hydroseed, where possible, the disturbed portions of the earthen stream banks with native, non-invasive species, as appropriate to the affected areas, to reduce the potential for erosion. The Permittee shall submit the proposed planting palette for review and approval by the Corps Regulatory Division prior to initiation of construction. The Permittee shall ensure the

hydroseeded areas are maintained and monitored for a period of two years after completing the seeding activities, such that less than 10 percent of the areas disturbed by the project are vegetated by non-native and invasive plant species. For each project drainage feature, the Permittee shall submit a memorandum by December 15th after completion of the two year maintenance and monitoring period. The memo shall indicate for each project crossing/impact area, when temporary construction areas were re-contoured to pre-construction conditions, when native seeding was completed, the species and percent cover (absolute) of invasive and/or non-invasive plant species that occur onsite each year prior to treatment, and when and how many/the extent of invasive and/or non-invasive plant species were removed that year.

6. Within 45 calendar days of completing authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a memo including the following:
   A) Date(s) work within waters of the U.S. was initiated and completed;
   B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions completed or being taken to achieve compliance);
   C) Color photographs taken at the project site before and after construction for those aspects directly associated with impacts to waters of the U.S.; and
   D) One copy of as-built drawings for the entire project (all sheets must be signed, dated, to-scale, and no larger than 8.5 x 11 inches); and
   E) Signed Certification of Compliance.

Endangered Species Act

7. This Corps permit does not authorize you to take any threatened or endangered species, in particular the San Bernardino kangaroo rat (*Dipodomys merriami parvus*) and arroyo toad (*Anaxyrus californicus*), or to adversely modify designated critical habitat of any species. In order to legally take a federally listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA section 10 permit, or a Biological Opinion (BO) under ESA section 7, with "incidental take" provisions with which you must comply). The enclosed U.S. Fish and Wildlife Service (USFWS) BO (FWS-SB-10B0097-12F0001) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the BO. Your authorization under this Corps Regulatory Division permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the attached BO, terms and conditions of which are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with the incidental take specified in the BO, where a take of the federally listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps Regulatory Division permit. The Corps Regulatory Division and USFWS are the appropriate authorities to determine compliance with the terms and conditions of the referenced BO and with the ESA.

Cultural Resources:

8. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the

Permittee shall notify the Corps' Regulatory Division and Archeology staff (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861) within 24 hours. The Permittee shall immediately suspend all work within 100 feet of any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

Your verification is valid through March 18, 2017. All nationwide permits will expire on March 18, 2017. It is incumbent upon you to remain informed of changes to the nationwide permits. A public notice of the change(s) will be issued when any of the NWPs are modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date on which the relevant NWP is reissued, modified, or revoked, you will have twelve (12) months from the date of the reissuance, modification, or revocation of the NWP to complete the activity under the present terms and conditions of the relevant NWP.

A preliminary jurisdictional determination (PJD) has been conducted to determine the extent of U.S. Army Corps of Engineers (Corps) geographic jurisdiction, upon which this NWP verification is based. A preliminary JD is advisory in nature and is a written indication that Corps geographic jurisdiction may be present on a particular site, but is not appealable. Please refer to the enclosed Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form for more information.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in our regulatory program. If you have any questions, please contact Veronica Chan at 213-452-3292 or via e-mail at Veronica.C.Chan@usace.army.mil.

Please be advised that you can now comment on your experience with Regulatory Division by accessing the Corps web-based customer survey form at: http://per2.nwp.usace.army.mil/survey.html.

"Building Strong and Taking Care of People!"

Sincerely,

Mark D. Cohen
Deputy Chief, Regulatory Division

Enclosure(s)

LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: *SPL-2009-00460-VCC*

Name of Permittee: *California Department of Transportation, District 8 (POC: Scott Quinnell)*

Date of Issuance: *February 4, 2013*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it to the following address:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division
ATTN: CESPL-RG-SPL-2009-00460-VCC
P.O. Box 532711
Los Angeles, CA 90017-3401

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this Nationwide Permit, you may be subject to permit suspension, modification, or revocation procedures as contained in 33 C.F.R. § 330.5 or enforcement procedures such as those contained in 33 C.F.R. §§ 326.4 and 326.5.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit condition(s).

_____ _____

Signature of Permittee Date

Table 1 - Waters of the United States

Group 2

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
51	Concrete and earthen-bottomed roadside drainage channels, devoid of vegetation	Jurisdictional	6 / 267	Permanent	0.027	0.000	0.027	152
				Temporary	0.005	0.000	0.005	34
52	Earthen-bottomed. Flows easterly under the I-15 via a small culvert	Jurisdictional	2 / 993	Permanent	0.003	0.000	0.003	63
				Temporary	0.000	0.000	0.000	0
53	Flows under the I-15 via a large RCB culvert to D53	Jurisdictional	12 / 205	Permanent	0.056	0.000	0.056	205
				Temporary	0.000	0.000	0.000	0
54	Small earthen-bottomed roadside drainage ditch	Jurisdictional	1 / 340	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
55	Small earthen-bottomed roadside drainage ditch	Jurisdictional	1 / 410	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
56	Small earthen-bottomed roadside drainage ditch	Jurisdictional	2 / 432	Permanent	0.000	0.000	0.000	0
				Temporary	0.001	0.000	0.001	15
57	Large concrete aprons	Jurisdictional	6 / 2615	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
73a	Concrete-apron devoid of vegetation	Jurisdictional	10 / 2213	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
80	D80 flows into D81, D81 conveys flows under I-15 via a large RCB culvert to D53	Jurisdictional	34 / 113	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
81	D80 flows into D81, D81 conveys flows under I-15 via a large RCB culvert to	Jurisdictional	8 / 578	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
83	Concrete or earthen-bottomed roadside drainage	Jurisdictional	2 / 219	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
97	Earth-Bottom	Jurisdictional	0.5 / 157	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
98	**Impacts Already Included in Drainage 41** -- Kimbark Canyon	Jurisdictional	--	Permanent	0.000	0.000	0.000	0

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
	Drainage: natural, earthen-bottomed drainage			Temporary	0.000	0.000	0.000	0
Total Permanent Impacts					**0.086**	**0.000**	**0.086**	**420.000**
Total Temporary Impacts					**0.006**	**0.000**	**0.006**	**49.000**

Table 1 - Waters of the United States

Group 3

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
15	Natural, earthen-bottomed. Flows under the I-15 via a 6-foot CSP and flows under Cajon Blvd via a 3-foot CSP directly into Cajon Creek.	Jurisdictional	11 / 304	Permanent	0.051	0.000	0.051	201
				Temporary	0.000	0.000	0.000	0
17	Earth-Bottom	Jurisdictional	2 / 589	Permanent	0.027	0.000	0.027	515
				Temporary	0.000	0.000	0.000	0
18	Earth-Bottom	Jurisdictional	6 / 393	Permanent	0.004	0.000	0.004	25
				Temporary	0.000	0.000	0.000	0
19	Earth-Bottom	Jurisdictional	2 / 204	Permanent	0.003	0.000	0.003	55
				Temporary	0.000	0.000	0.000	0
20	Earth-Bottom	Jurisdictional	1 / 374	Permanent	0.005	0.000	0.005	178
				Temporary	0.000	0.000	0.000	0
21	Earth-Bottom	Jurisdictional	7 / 472	Permanent	0.053	0.000	0.053	260
				Temporary	0.004	0.000	0.004	26
22	Earth-Bottom	Jurisdictional	3 / 542	Permanent	0.006	0.000	0.006	80
				Temporary	0.002	0.000	0.002	25
23	Natural, earthen-bottomed flows under Cajon Blvd. in a double box culvert	Jurisdictional	9 / 464	Permanent	0.058	0.000	0.058	124
				Temporary	0.006	0.000	0.006	28
24	Earth-Bottom	Jurisdictional	8 / 131	Permanent	0.003	0.000	0.003	36
				Temporary	0.003	0.000	0.003	16
25	Partially concrete-lined and partially earthen-bottomed roadside drainage ditches	Jurisdictional	1 / 480	Permanent	0.011	0.000	0.011	480
				Temporary	0.000	0.000	0.000	0
26	Partially concrete-lined and partially earthen-bottomed roadside drainage ditches	Jurisdictional	1 / 1238	Permanent	0.014	0.000	0.014	1238
				Temporary	0.000	0.000	0.000	0
28	Earth-Bottom	Jurisdictional	3 / 1121	Permanent	0.070	0.000	0.070	997

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
				Temporary	0.003	0.000	0.003	50
32	Earthen channel and large CSP draining Middleman Canyon drainage (D33)	Jurisdictional	2 / 1655	Permanent	0.060	0.000	0.060	1302
				Temporary	0.001	0.000	0.001	30
33	Middleman Canyon-natural, earthen-bottomed drainage. Flows under I-15 via a 6-foot CSP; a 4-foot x 8-foot double box culvert conveys flows under Cajon Blvd.	Jurisdictional	8 / 265	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
34	Earthen-bottomed drainages. Flows under the I-15 via a 4-foot CSP	Jurisdictional	4 / 722	Permanent	0.004	0.000	0.004	36
				Temporary	0.000	0.000	0.000	0
35	Earthen-bottomed. Flows under the I-15 via a 4-foot CSP	Jurisdictional	4 / 80	Permanent	0.007	0.000	0.007	80
				Temporary	0.000	0.000	0.000	0
36	Natural, earthen-bottomed. Flows under the I-15 via a 6-foot CSP and flows under Cajon Blvd via a 3-foot CSP directly into Cajon Creek.	Jurisdictional	9 / 663	Permanent	0.037	0.000	0.037	181
				Temporary	0.003	0.000	0.003	15
82	Concrete or earthen-bottomed	Jurisdictional	5 / 933	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
87	Earth-Bottom	Jurisdictional	2 / 411	Permanent	0.018	0.000	0.018	354
				Temporary	0.000	0.000	0.000	0
99	Earth-Bottom	Jurisdictional	1 /184	Permanent	0.004	0.000	0.004	112
				Temporary	0.000	0.000	0.000	0
100	Earth-Bottom	Jurisdictional	0.5 / 93	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
101	Earth-Bottom	Jurisdictional	0.5 / 64	Permanent	0.001	0.000	0.001	58
				Temporary	0.000	0.000	0.000	0
102	Earth-Bottom with Pipe Outfall	Jurisdictional	1 / 147	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
103	Earth-Bottom with Pipe Outfall	Jurisdictional	2 / 51	Permanent	0.002	0.000	0.002	40
				Temporary	0.001	0.000	0.001	11
104	Earth-Bottom	Jurisdictional	1 / 431	Permanent	0.010	0.000	0.010	431
				Temporary	0.000	0.000	0.000	0

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
105	Earth-Bottom	Jurisdictional	1 / 174	Permanent	0.004	0.000	0.004	174
				Temporary	0.000	0.000	0.000	0
106	Earth-Bottom	Jurisdictional	1 / 313	Permanent	0.007	0.000	0.007	313
				Temporary	0.000	0.000	0.000	0
107	Earth-Bottom	Jurisdictional	1 / 263	Permanent	0.000	0.000	0.000	16
				Temporary	0.000	0.000	0.000	0
108	Earth-Bottom	Jurisdictional	1 / 103	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
109	Earth-Bottom	Jurisdictional	1 / 163	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
120	Outside BSA, connects to D23 - Natural, earthen-bottomed flows under Cajon Blvd. in a double box culvert	Jurisdictional	–	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
Total Permanent Impacts					**0.459**	**0.000**	**0.459**	**7284.000**
Total Temporary Impacts					**0.023**	**0.000**	**0.023**	**201.000**

Table 1 - Waters of the United States

Group 4

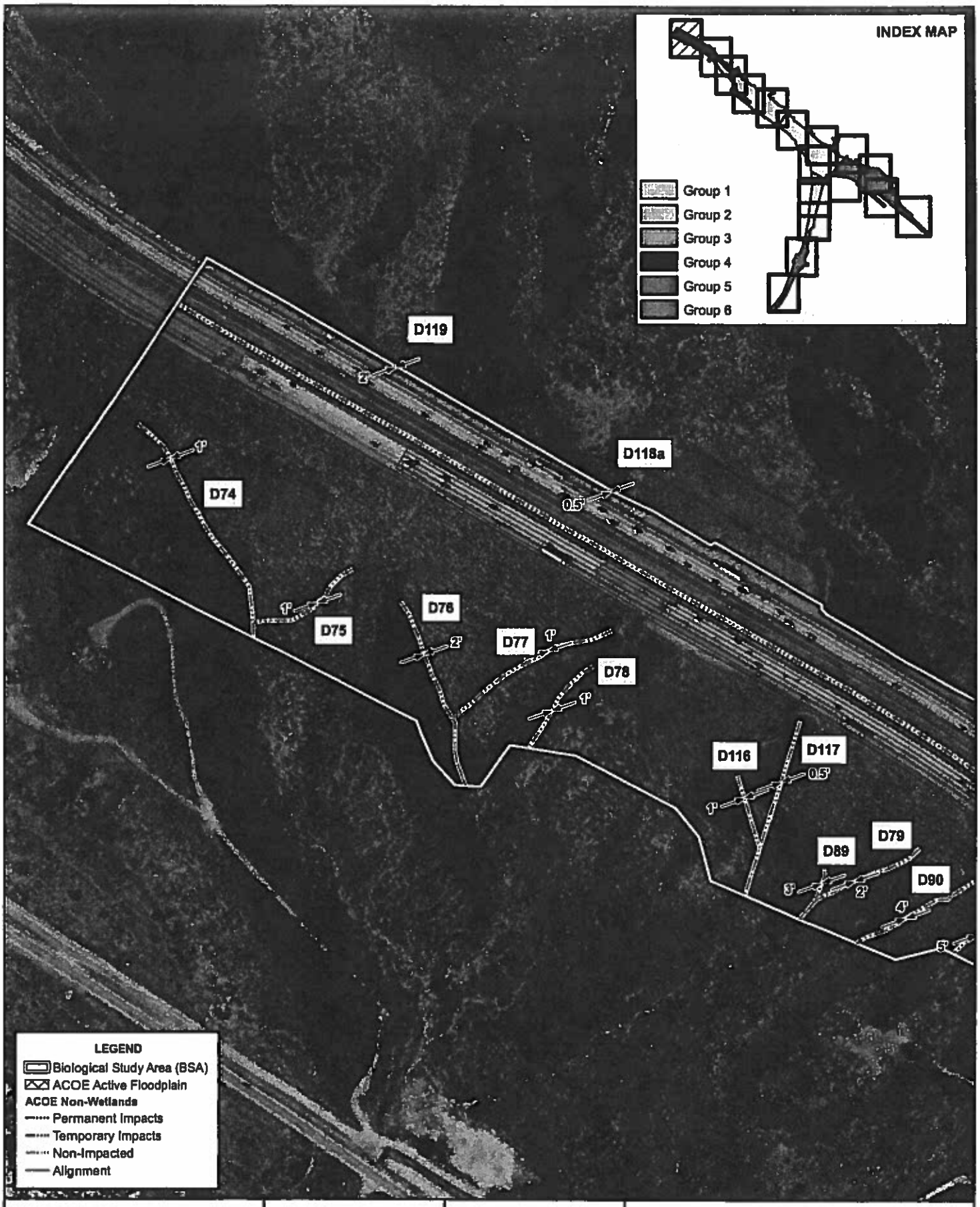
Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
29	Earth-Bottom	Jurisdictional	30 / 466	Permanent	0.203	0.000	0.203	295
				Temporary	0.028	0.000	0.028	41
30	Earth-Bottom	Jurisdictional	9 / 677	Permanent	0.140	0.000	0.140	677
				Temporary	0.000	0.000	0.000	0
31	Earth-Bottom	Jurisdictional	5 / 1534	Permanent	0.130	0.000	0.130	1134
				Temporary	0.000	0.000	0.000	0
74	Earth-Bottom	Jurisdictional	1 / 592	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
75	Earth-Bottom	Jurisdictional	1 / 281	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
76	Earth-Bottom	Jurisdictional	2 / 472	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
77	Earth-Bottom	Jurisdictional	1 / 436	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
78	Earth-Bottom	Jurisdictional	1 / 250	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
79	Earth-Bottom	Jurisdictional	2 / 278	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
89	Earth-Bottom	Jurisdictional	3 / 135	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
90	Earth-Bottom	Jurisdictional	4 / 242	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
91	Earth-Bottom	Jurisdictional	5 / 182	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
92	Earth-Bottom	Jurisdictional	3 / 137	Permanent	0.007	0.000	0.007	96
				Temporary	0.001	0.000	0.001	19
110	Earth-Bottom	Jurisdictional	10 / 116	Permanent	0.007	0.000	0.007	29
				Temporary	0.000	0.000	0.000	0
111	Earth-Bottom	Jurisdictional	1 / 208	Permanent	0.004	0.000	0.004	176
				Temporary	0.000	0.000	0.000	0
112	Earth-Bottom	Jurisdictional	1 / 191	Permanent	0.002	0.000	0.002	68
				Temporary	0.000	0.000	0.000	0

113	Earth-Bottom	Jurisdictional	0.5 / 47	Permanent	0.000	0.000	0.000	35
				Temporary	0.000	0.000	0.000	0
114	Earth-Bottom Extension to drainage 90	Jurisdictional	1 / 175	Permanent	0.002	0.000	0.002	88
				Temporary	0.000	0.000	0.000	0
115	Earth-Bottom Outside of BSA	Jurisdictional	–	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
116	Pipe System along dralange	Jurisdictional	1 / 179	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
117	Earth-Bottom	Jurisdictional	0.5 / 431	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
118a	Earth-Bottom	Jurisdictional	0.5 / 12	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
118b	Earth-Bottom	Jurisdictional	0.5 / 170	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
119	Earth-Bottom	Jurisdictional	2 / 13	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
Total Permanent Impacts					**0.496**	**0.000**	**0.496**	**2698.000**
Total Temporary Impacts					**0.029**	**0.000**	**0.029**	**60.000**

Table 1 - Waters of the United States

Group 5

Feature Attributes				Project Impacts				
Drainage Number	Description	Jurisdictional Status	Width / Length within BSA (feet)	Impact Type	Habitat Type (acres)		Total Impact (acres)	Approximate Linear Feet of Impact
					Non-Wetland	Wetland		
45	Earth-Bottom	Jurisdictional	20 / 3148	Permanent	0.190	0.000	0.190	414
				Temporary	0.012	0.000	0.012	25
47	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	20 / 47	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
48	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	3 / 467	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
49	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	2 / 1468	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
85	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	1 / 198	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
86	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	2 / 518	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
88	Cable Creek (D47-D49, D85, D86, and D88) is a larger natural, earthen-bottomed drainage	Jurisdictional	10 / 1278	Permanent	0.000	0.000	0.000	0
				Temporary	0.000	0.000	0.000	0
Total Permanent Impacts					**0.190**	**0.000**	**0.190**	**414.000**
Total Temporary Impacts					**0.012**	**0.000**	**0.012**	**25.000**



Prepared By:

Caltrans

Map Created: 1/7/2013

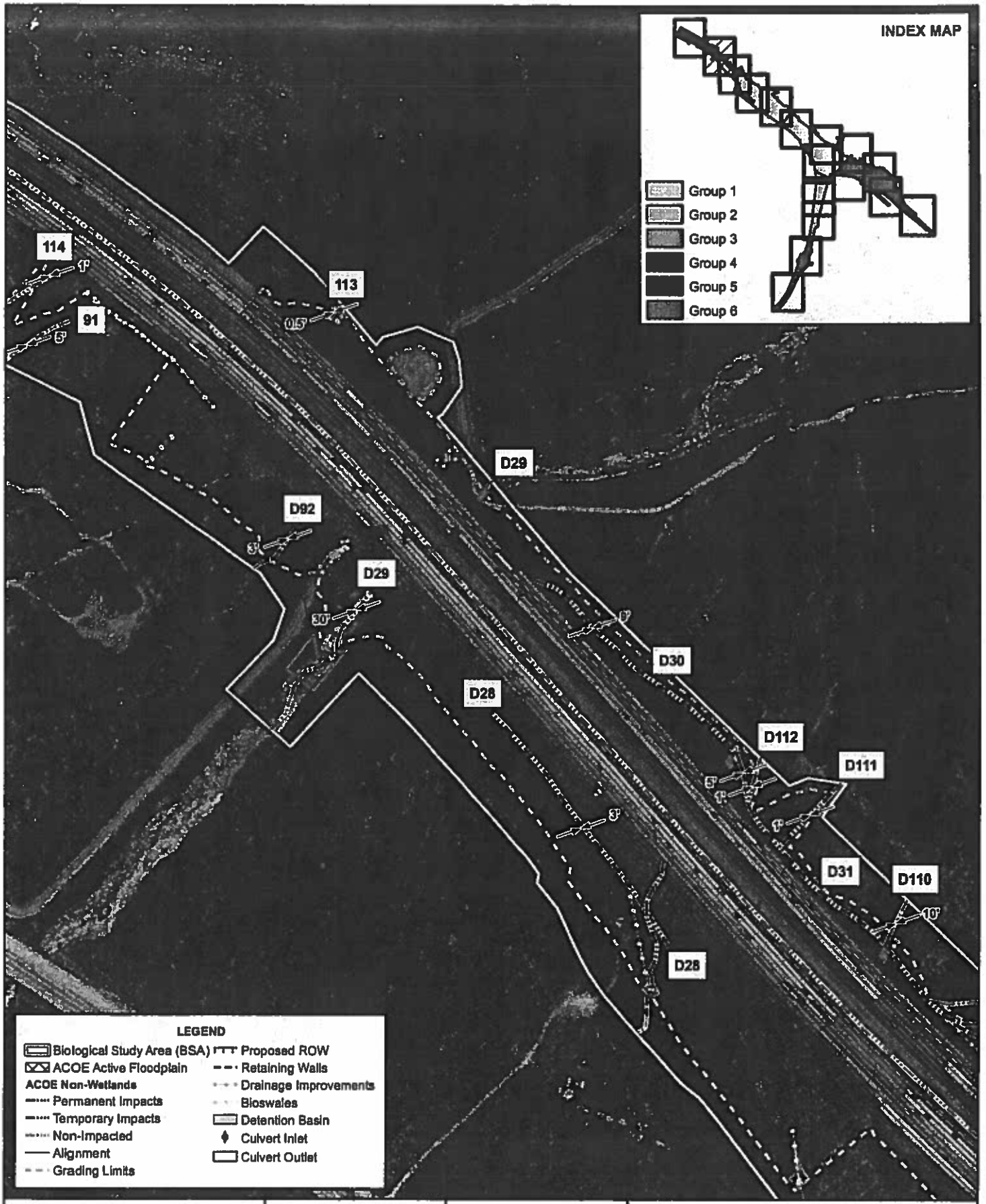
1 inch = 300 feet

Data Sources: LSA Associates, Inc. ESRI

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 4
Sheet 1 of 2



Prepared By:

Map Created: 11/8/2012

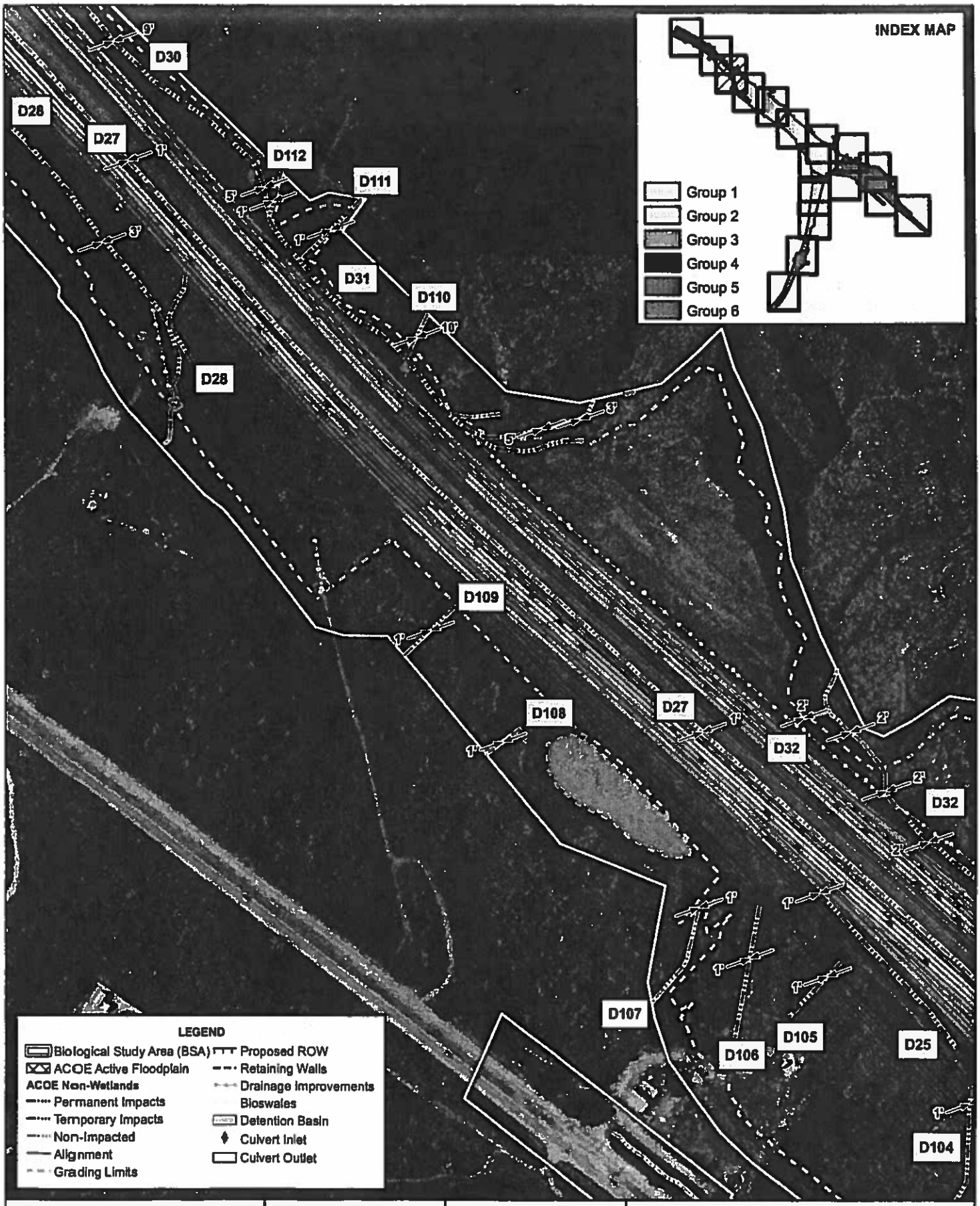
1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI
Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 4
Sheet 2 of 2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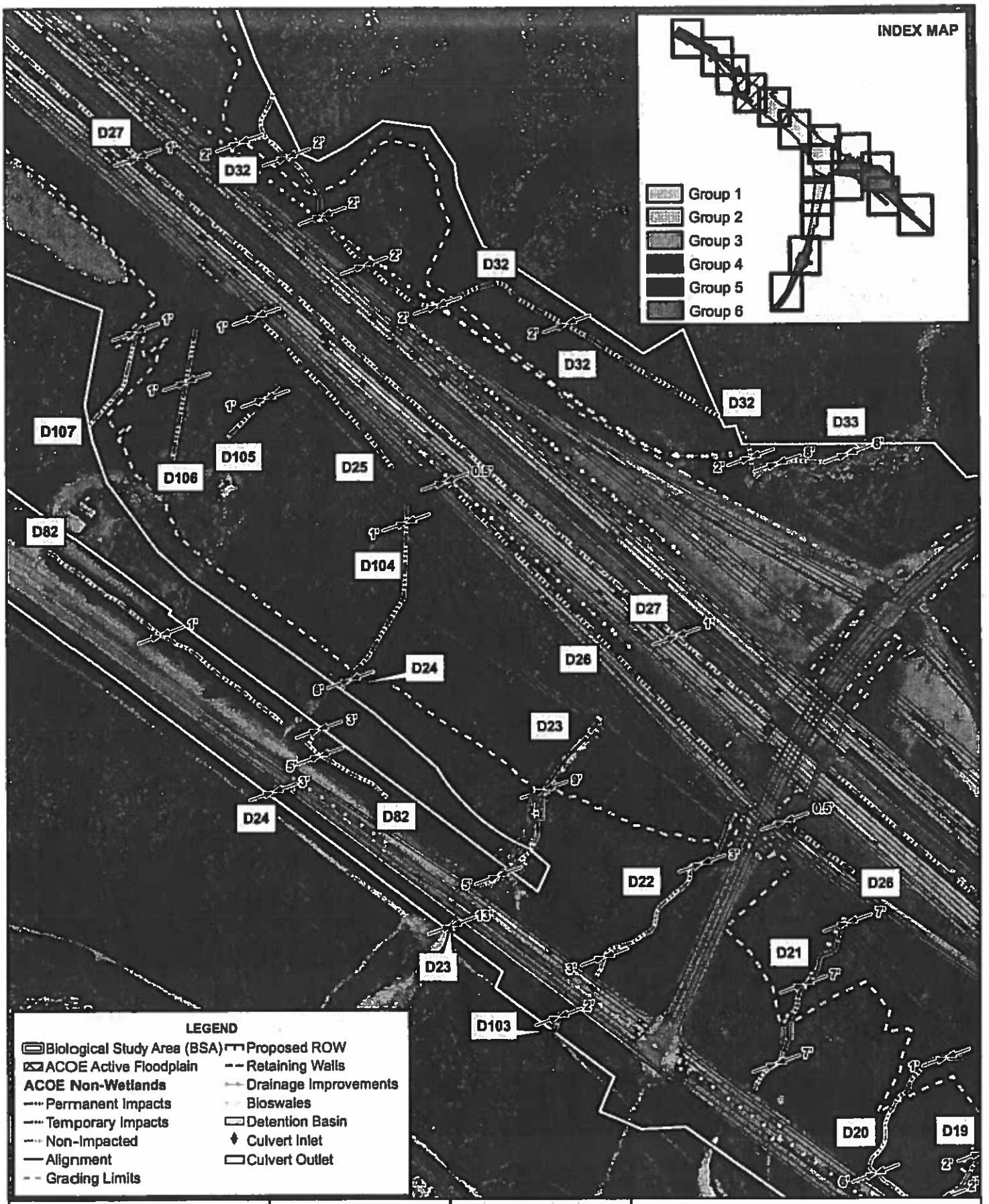
LEGEND
Biological Study Area (BSA)
ACOE Active Floodplain
ACOE Non-Wetlands
Permanent Impacts
Temporary Impacts
Non-Impacted
Alignment
Grading Limits
Proposed ROW
Retaining Walls
Drainage Improvements
Bioswales
Detention Basin
Culvert Inlet
Culvert Outlet
Prepared By:
Map Created: 11/6/2012
1 inch = 300 feet
Data Sources: LSA Associates, Inc.
ESRI
I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT
Impacts to Potential Waters of the U.S.
FIGURE 5
Group 3
Sheet 1 of 3


INDEX MAP
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D103
D20
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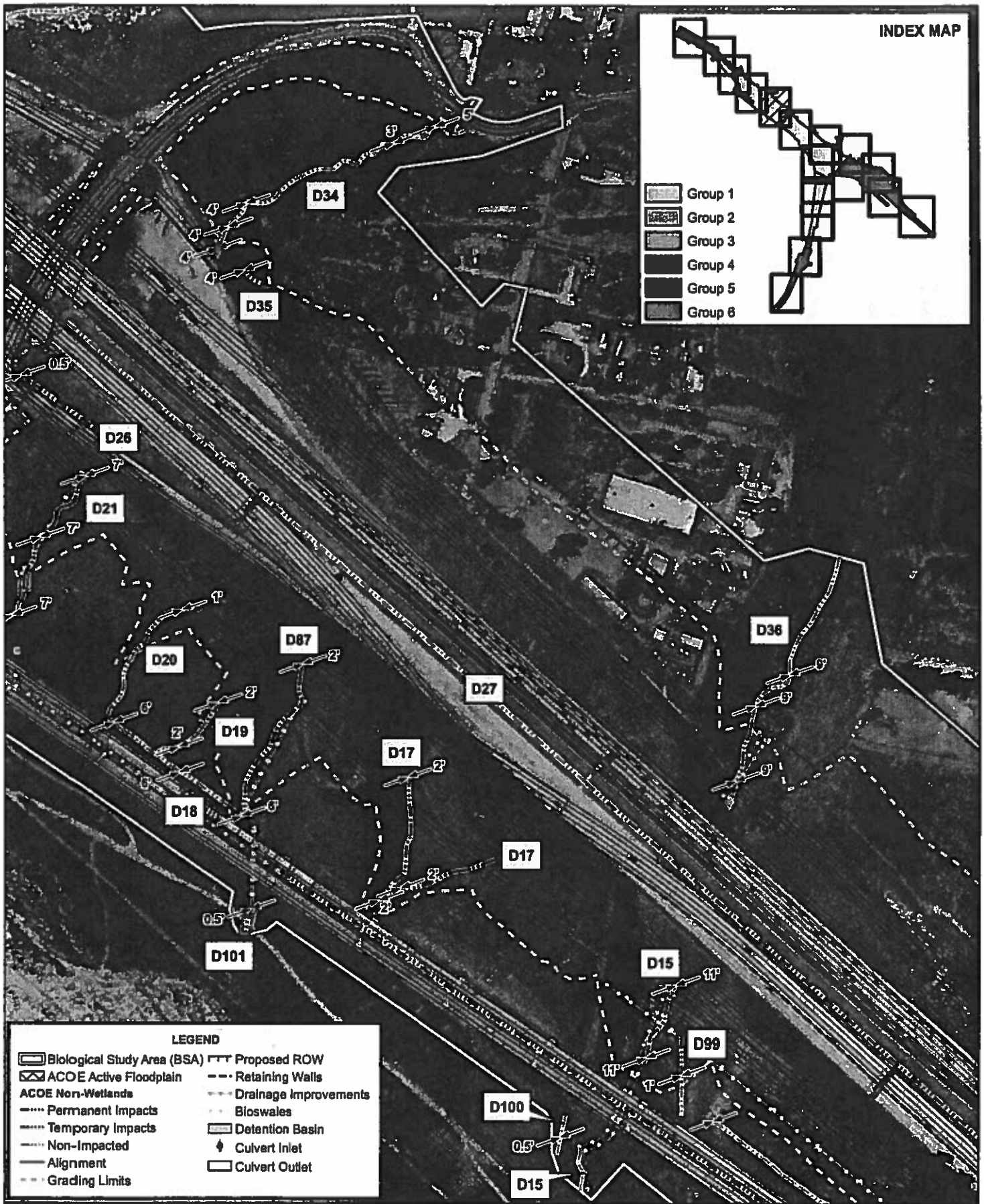
Culvert Outlet
Prepared By:
Map Created: 11/5/2012
1 inch = 300 feet
Data Sources: LSA Associates, Inc.
ESRI
Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.
I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT
Impacts to Potential Waters of the U.S.
FIGURE 5
Group 3
Sheet 2 of 3



Prepared By:

Map Created: 11/5/2012

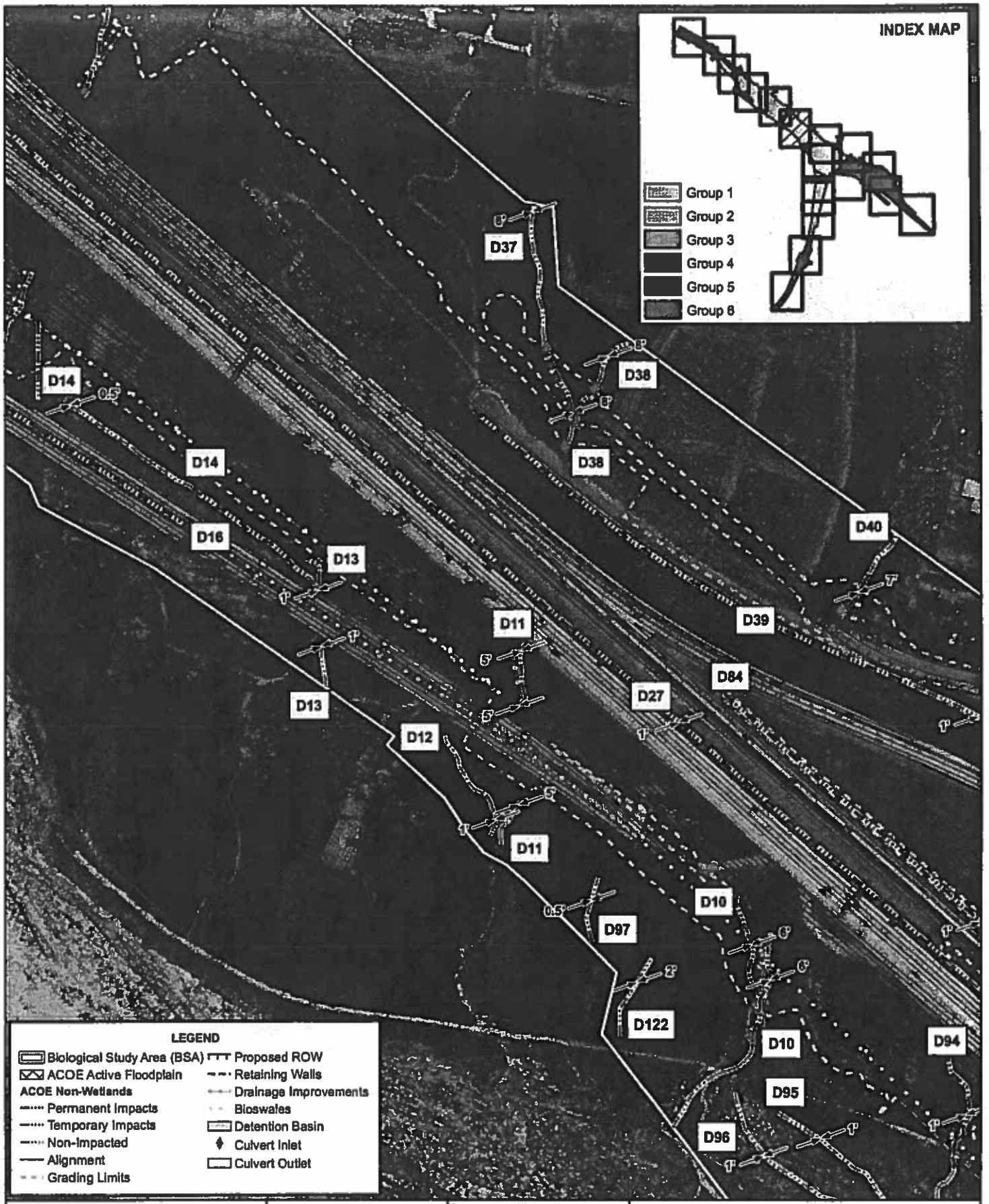
1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI
Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 3
Sheet 3 of 3



Prepared By:

Map Created: 11/2/2012

1 inch = 300 feet

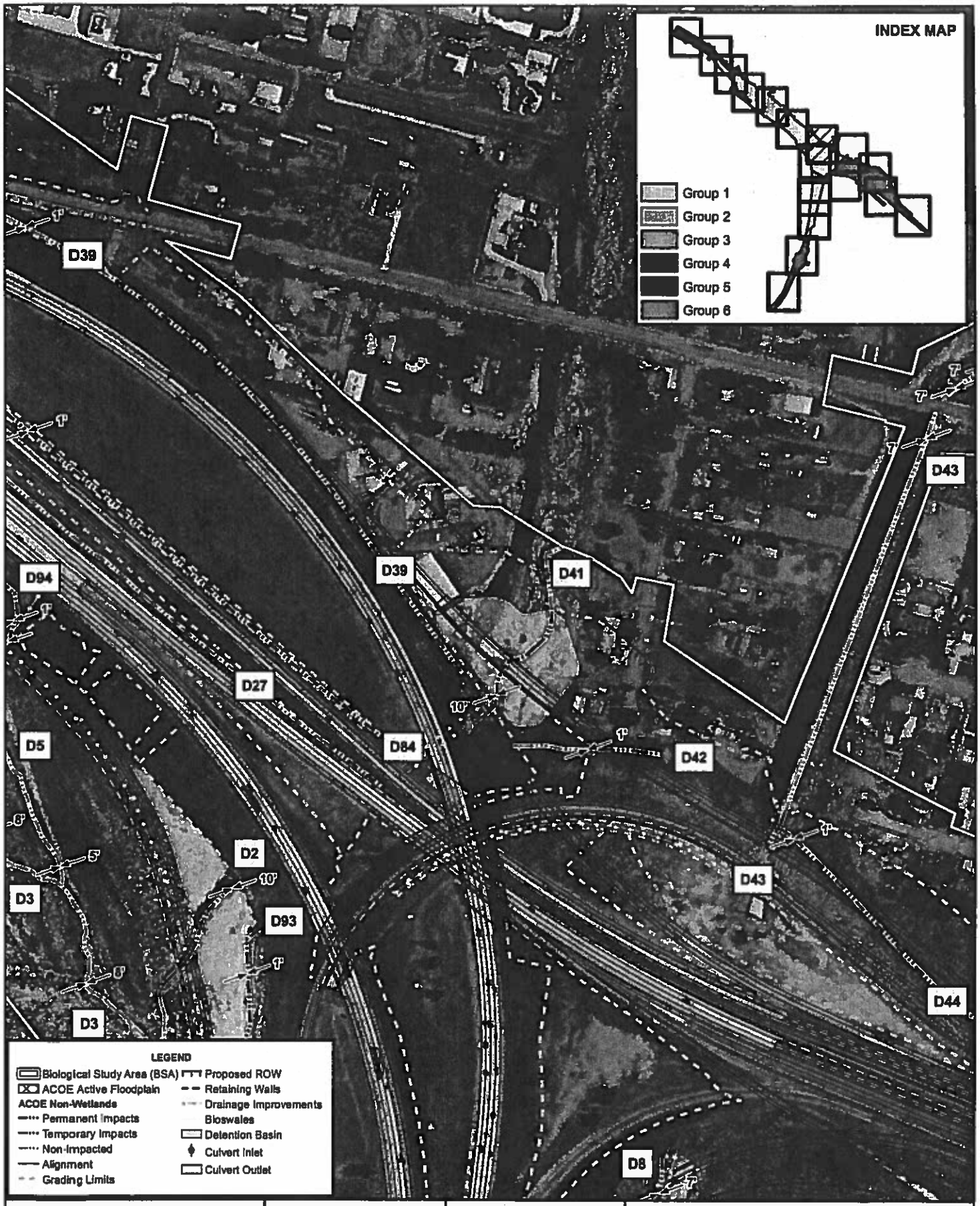
Data Sources: LSA Associates, Inc.
ESRI

Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 1
Sheet 1 of 3



Prepared By:

Map Created: 12/20/2012

1 inch = 300 feet

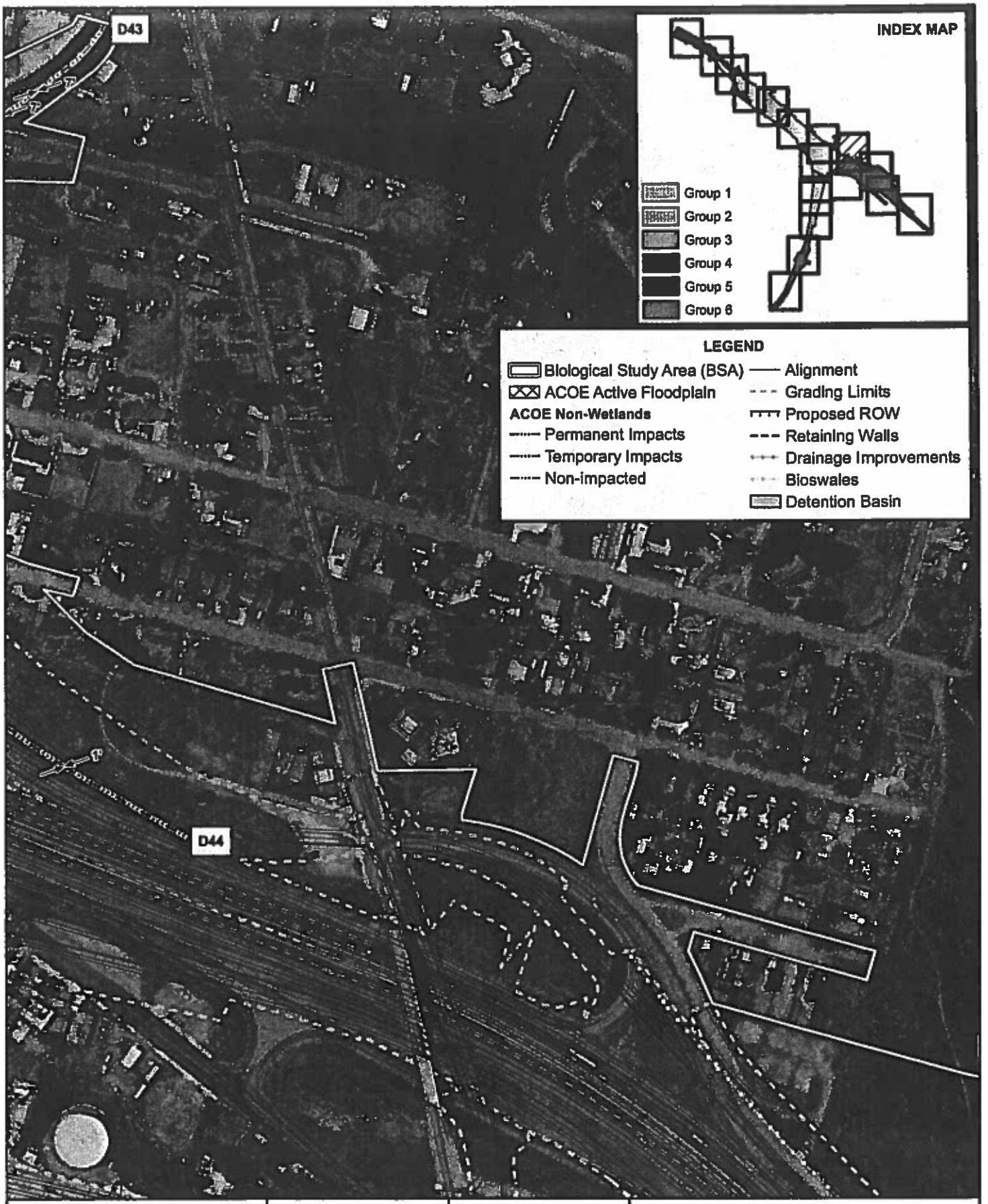
Data Sources: LSA Associates, Inc.
ESRI

Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 1
Sheet 2 of 3



Prepared By:

Map Created: 10/19/2012

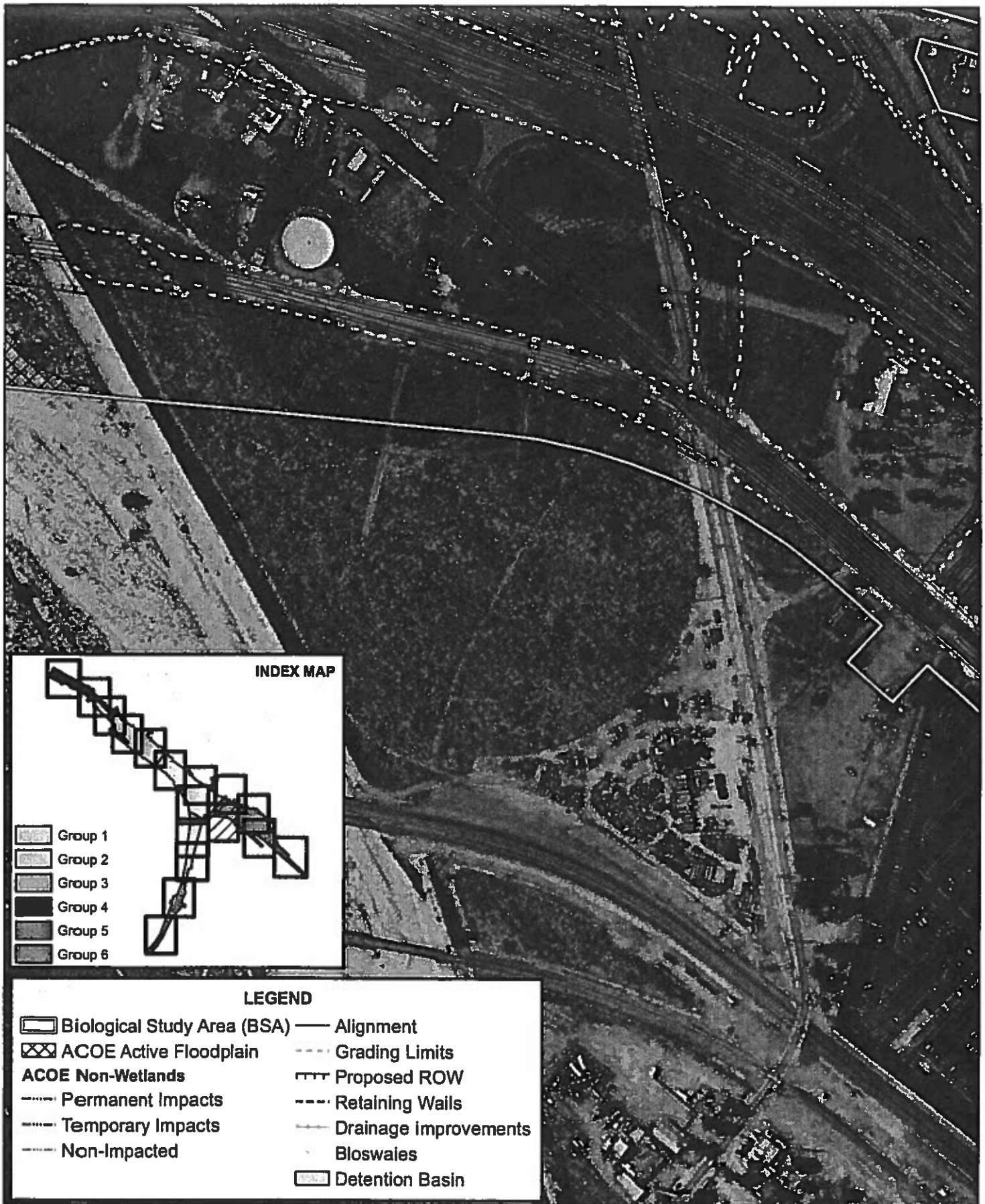
1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 5
Sheet 1 of 5



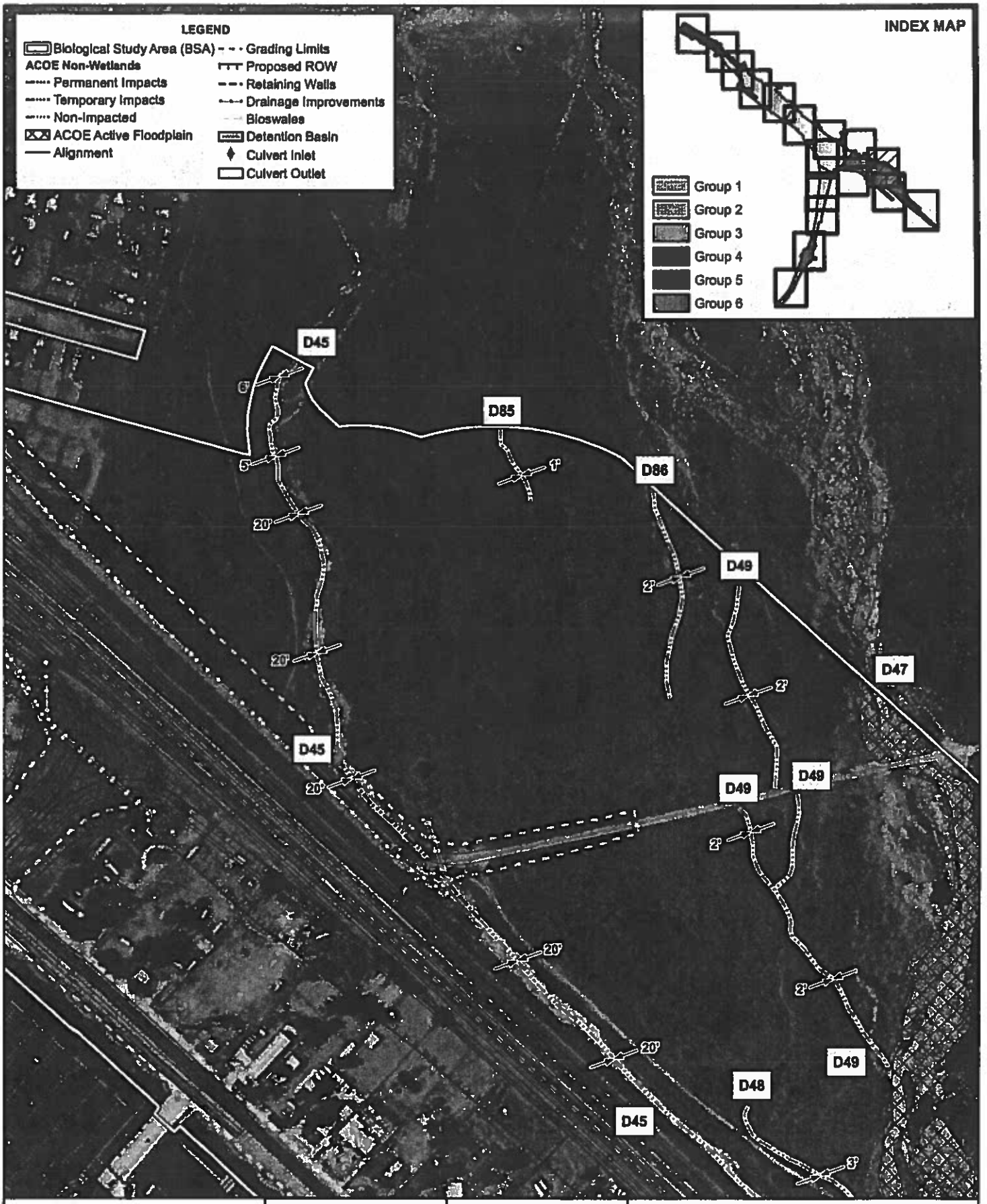
Prepared By:

Map Created: 10/16/2012

1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT
Impacts to Potential Waters of the U.S.
FIGURE 5
Group 5
Sheet 2 of 5



Prepared By:

Map Created: 10/19/2012

1 inch = 300 feet

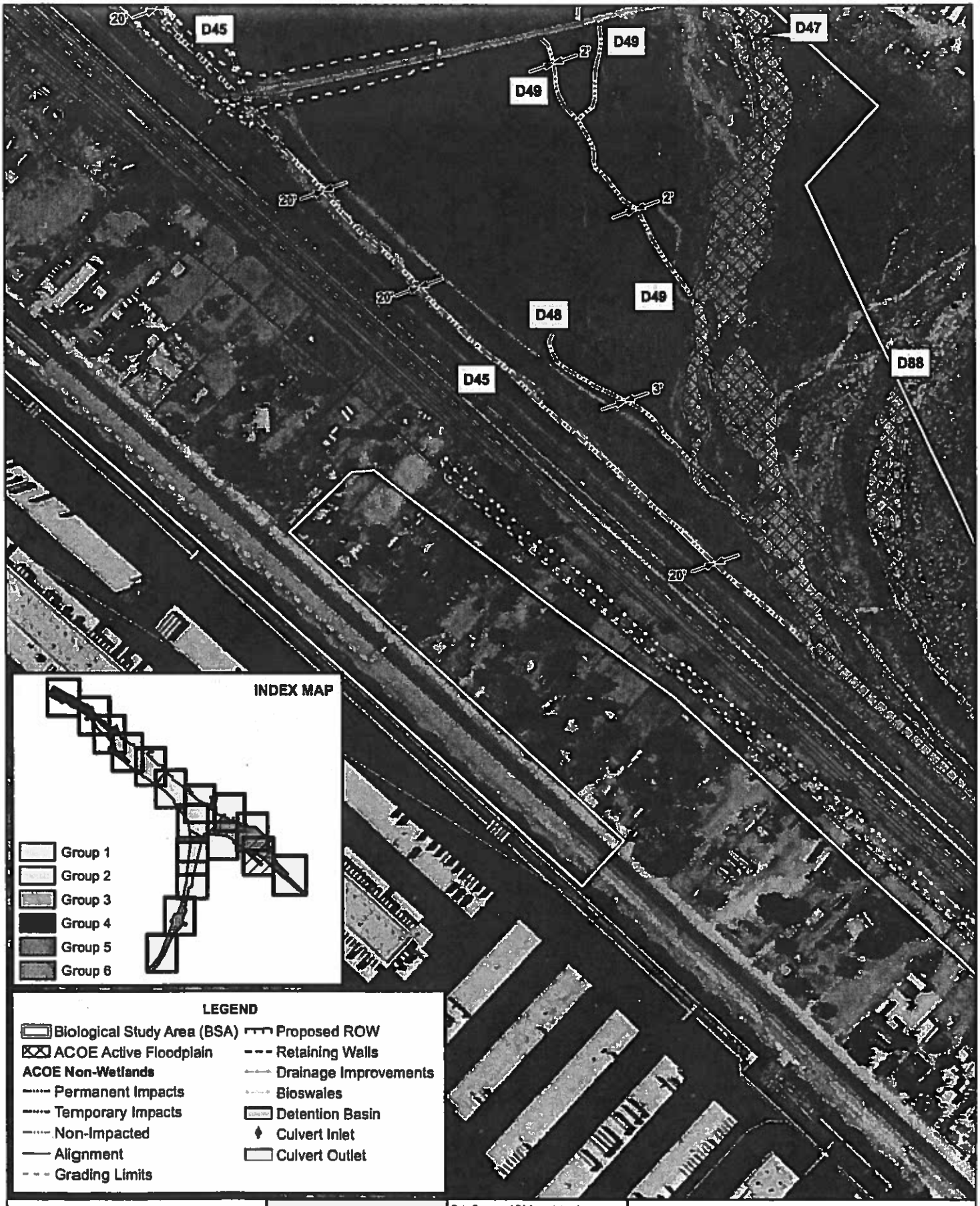
Data Sources: LSA Associates, Inc.
ESRI

Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 5
Sheet 3 of 5



Prepared By:

Map Created: 10/19/2012

1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI

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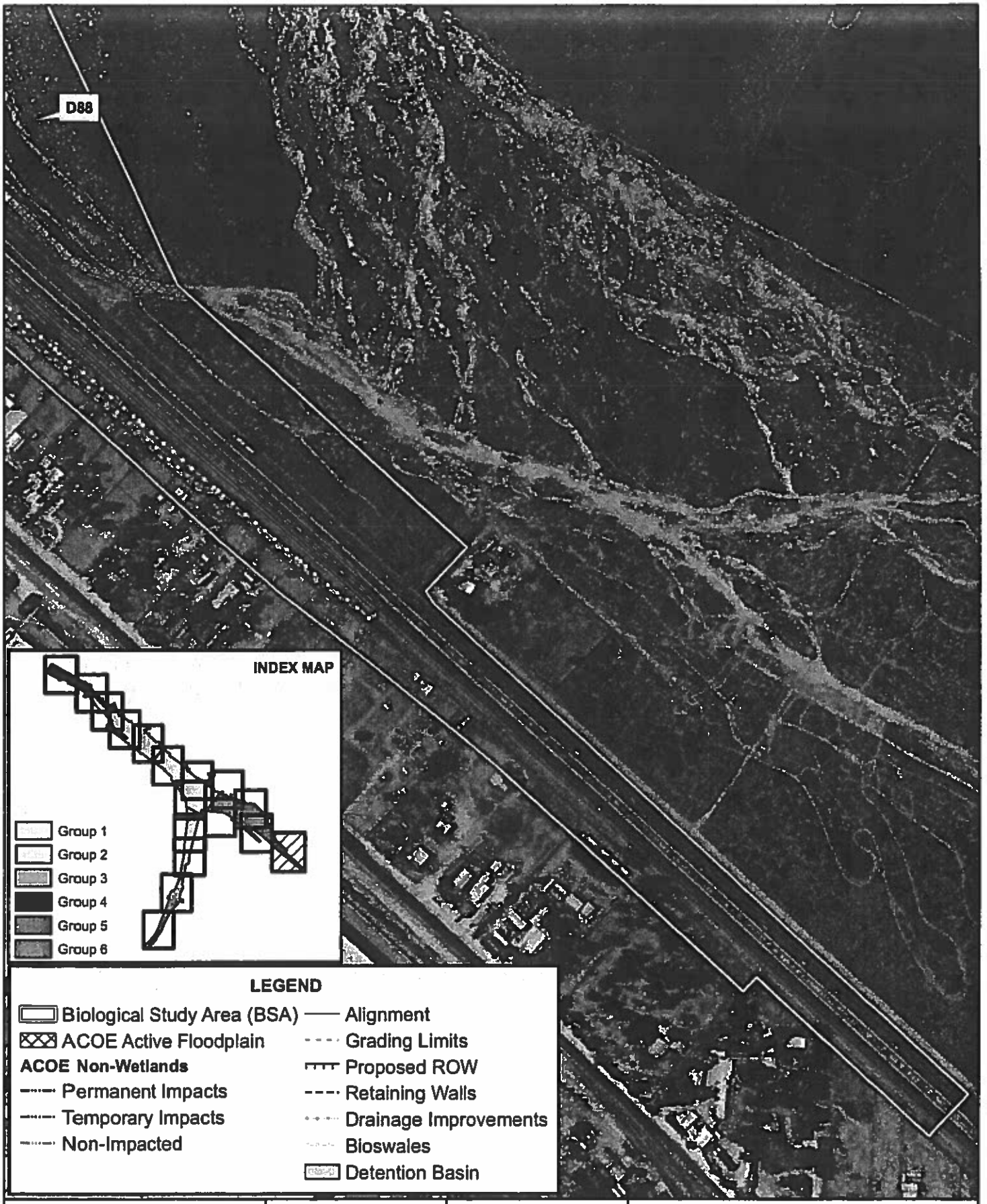
I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 5
Sheet 4 of 5



Prepared By: Caltrans

Map Created: 10/19/2012

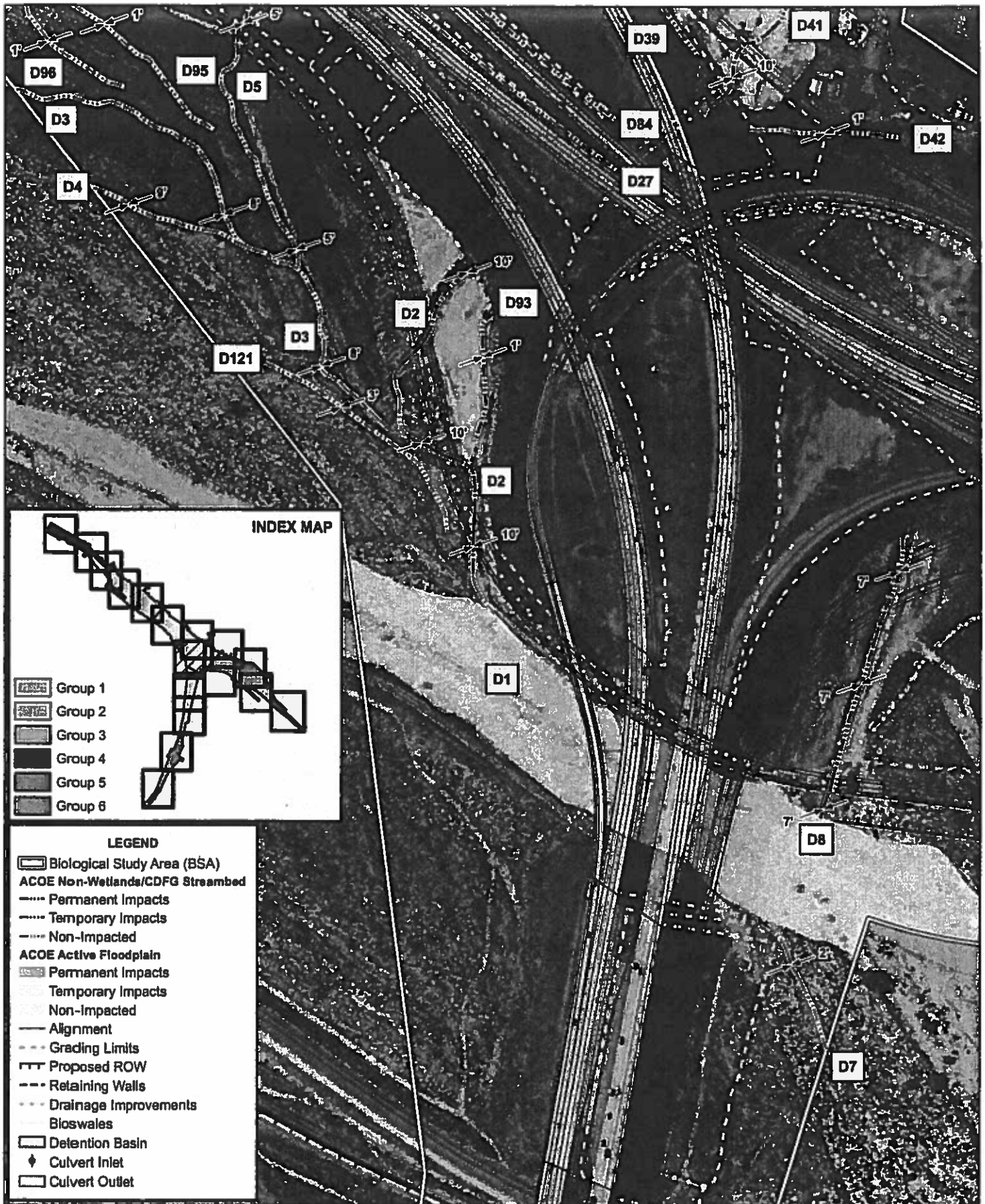
1 Inch = 350 feet

Data Sources: LSA Associates, Inc. ESRI

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 5
Sheet 5 of 5



Prepared By:

Map Created: 12/20/2012

1 inch = 300 feet

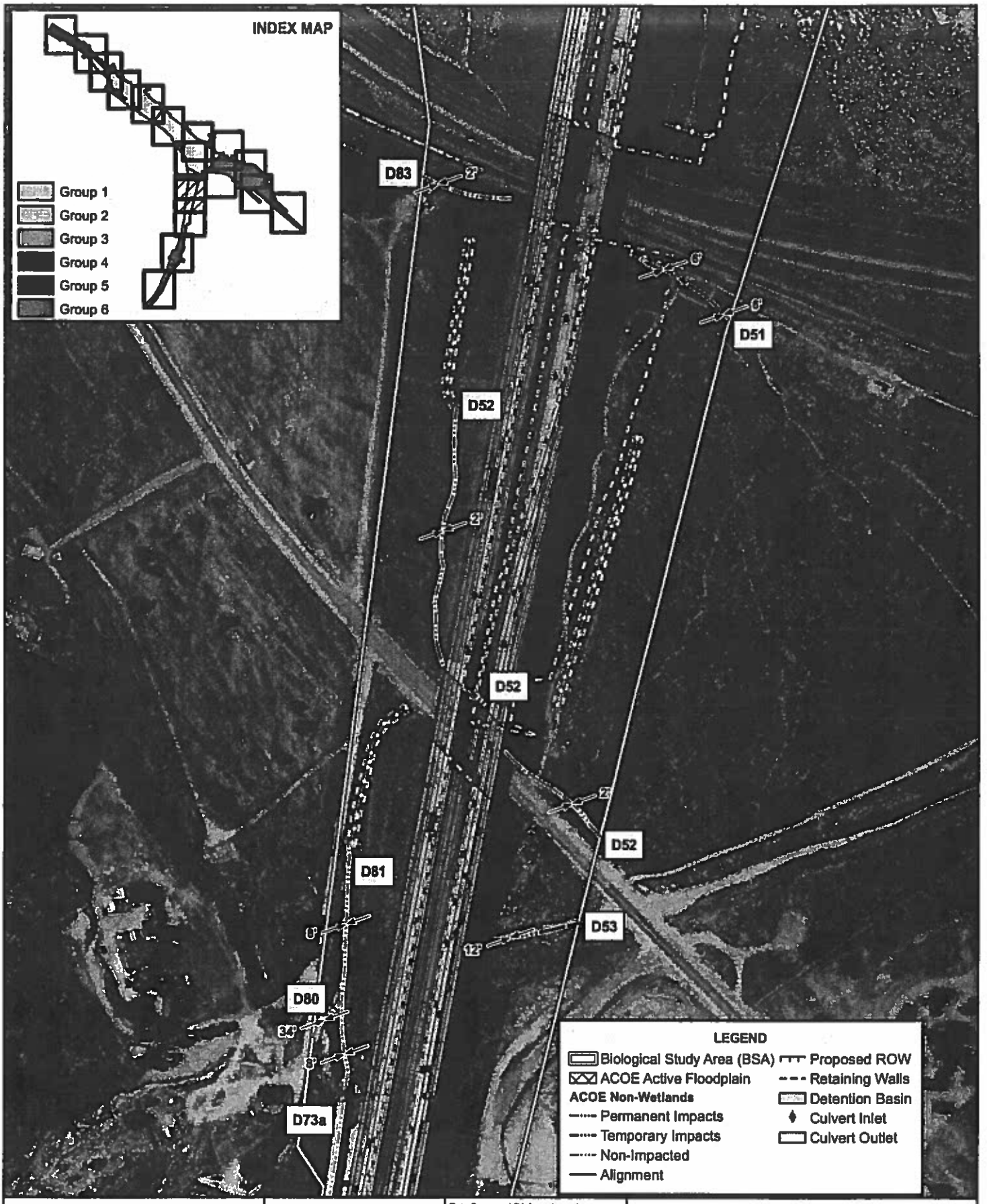
Data Sources: LSA Associates, Inc.
ESRI

Note: The width of the rip-rap pad was assumed to be 6 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 1
Sheet 3 of 3



Prepared By:

Map Created: 11/5/2012

1 inch = 300 feet

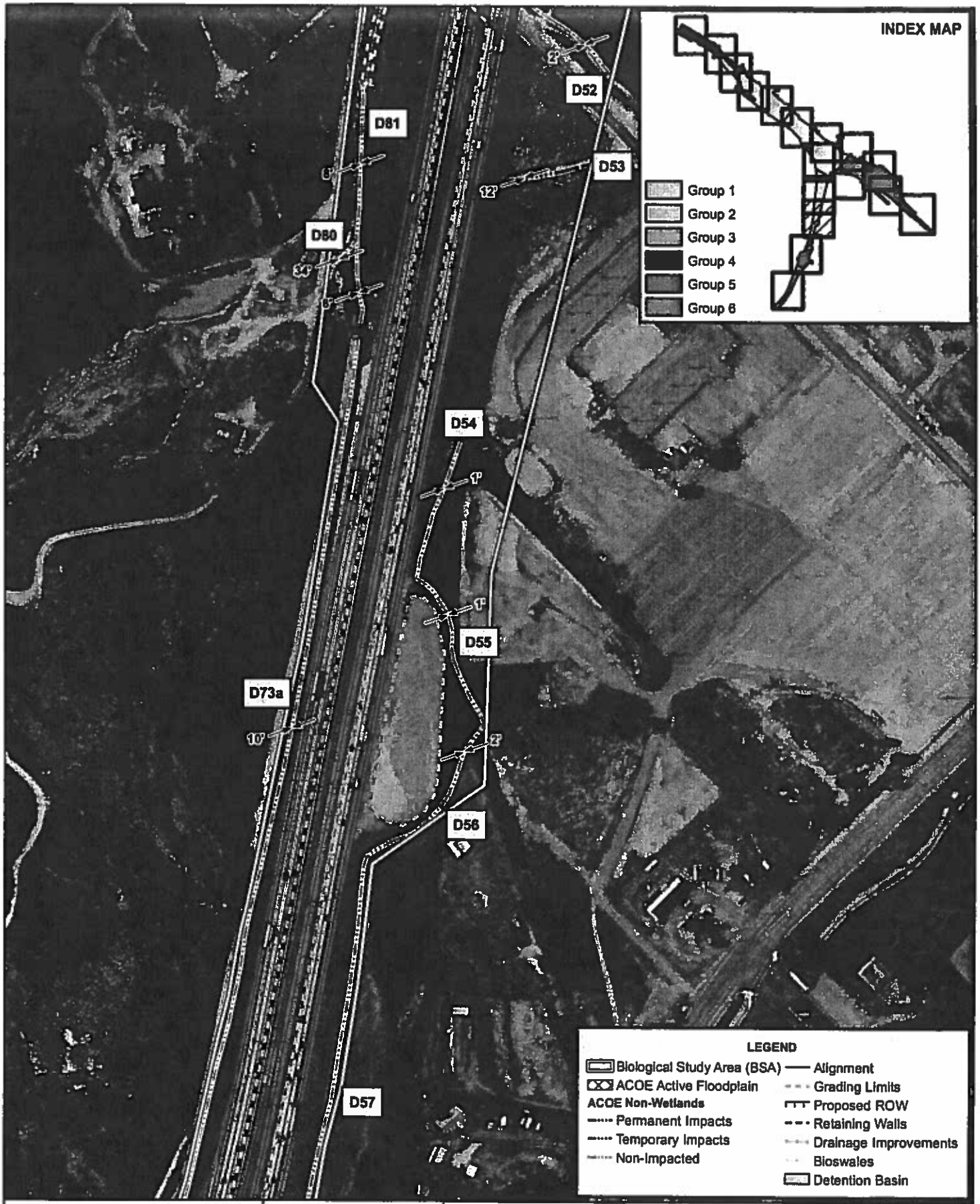
Data Sources: LSA Associates, Inc.
ESRI

Note: The width of the rip-rap pad was assumed to be 5 times the culvert size and the length of the rip-rap pad was assumed to be 10 times the culvert size.

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 2
Sheet 1 of 2



Prepared By:

Caltrans

Map Created: 11/20/2012

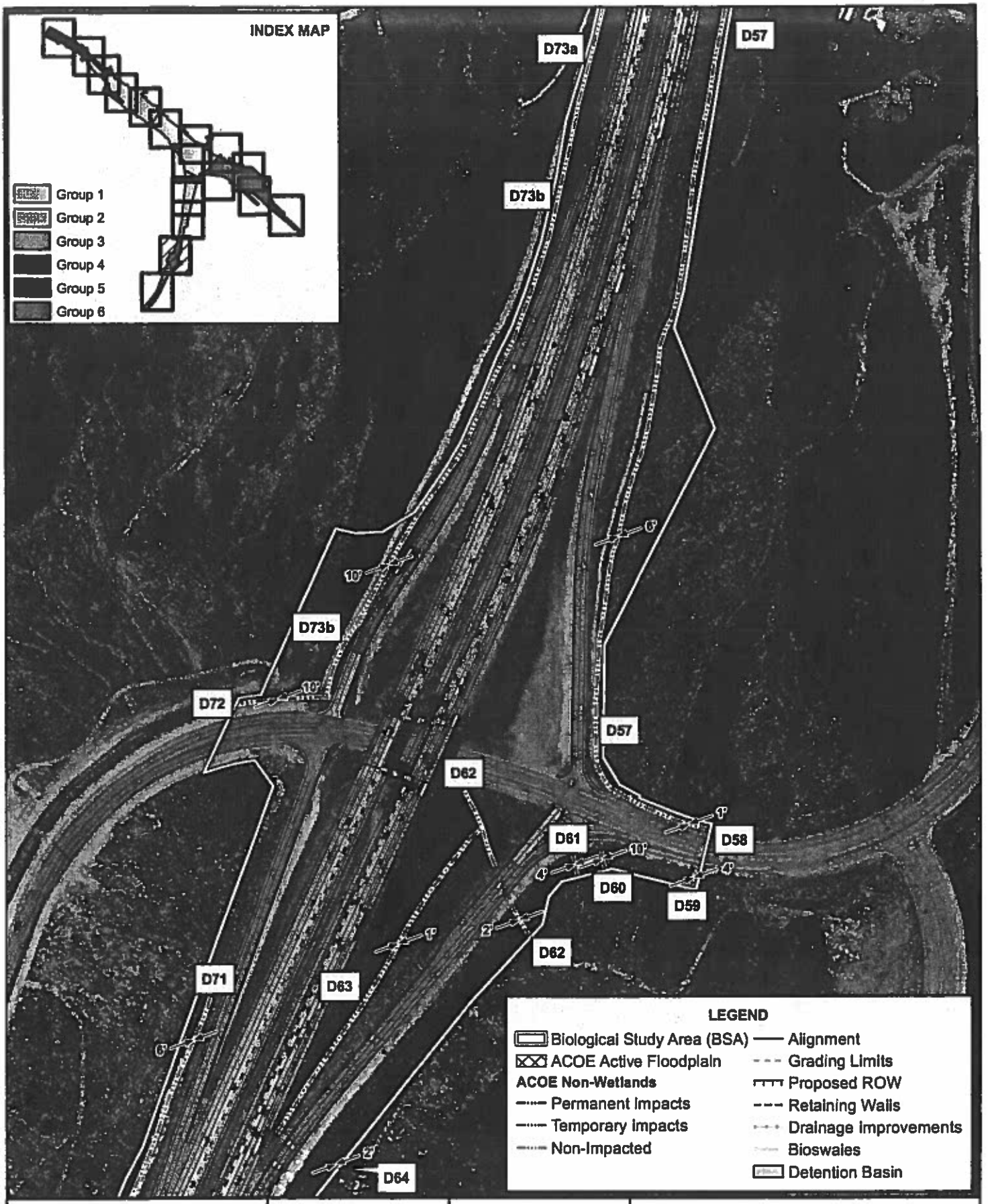
1 inch = 300 feet

Data Sources: LSA Associates, Inc.
ESRI

I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT

Impacts to Potential Waters of the U.S.

FIGURE 5
Group 2
Sheet 2 of 2


INDEX MAP
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D57
D73b
D73b
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LEGEND
Biological Study Area (BSA)
ACOE Active Floodplain
ACOE Non-Wetlands
Permanent Impacts
Temporary Impacts
Non-Impacted
Alignment
Grading Limits
Proposed ROW
Retaining Walls
Drainage Improvements
Bioswales
Detention Basin
Prepared By:
Caltrans
Map Created: 10/19/2012
1 inch = 300 feet
Data Sources: LSA Associates, Inc.
ESRI
I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT
Impacts to Potential Waters of the U.S.
FIGURE 5
Group 6
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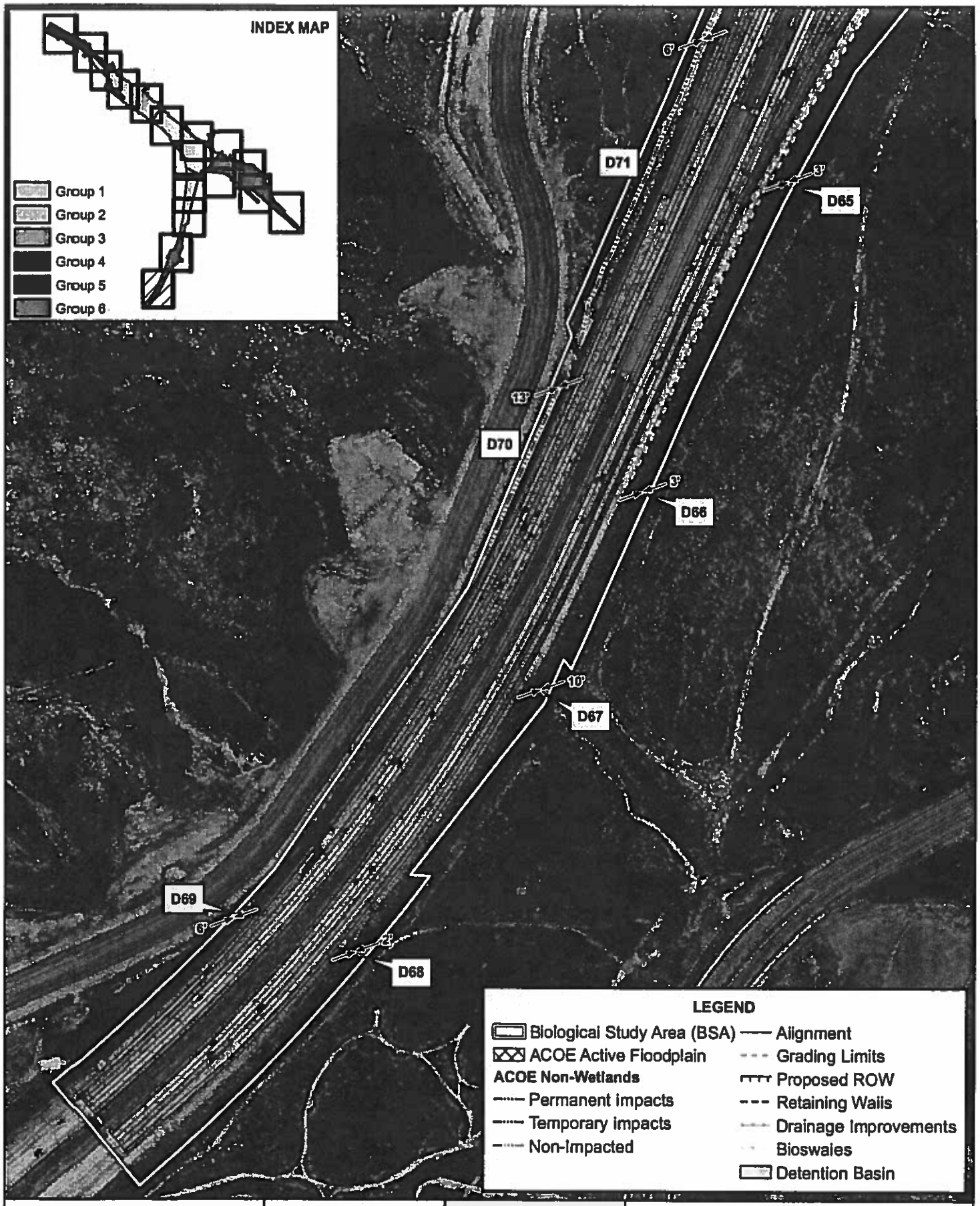
INDEX MAP
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LEGEND
Biological Study Area (BSA)
ACOE Active Floodplain
ACOE Non-Wetlands
Permanent Impacts
Temporary Impacts
Non-Impacted
Alignment
Grading Limits
Proposed ROW
Retaining Walls
Drainage Improvements
Bioswales
Detention Basin
Prepared By:
Map Created: 10/19/2012
1 inch = 300 feet
Data Sources: LSA Associates, Inc.
ESRI
I-15/I-215 INTERCHANGE IMPROVEMENTS PROJECT
Impacts to Potential Waters of the U.S.
FIGURE 5
Group 6
Sheet 2 of 2

Enclosure 1: NATIONWIDE PERMIT (NWP) NUMBER(S) 14 Linear Transportation Projects. TERMS AND CONDITIONS

1. Nationwide Permit(s) (NWP) No. 14 Linear Transportation Projects. Terms:

Your activity is authorized under Nationwide Permit (NWP) Number(s) 14 Linear Transportation Projects. subject to the following terms:

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project. This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404) Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

2. Nationwide Permit General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. 1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
   (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
   (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of

the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the

project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.
(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on,

determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
    (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.
    (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
    (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

    "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

    _____
    (Transferee)

    _____
    (Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required

compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
    (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
    (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:
    (1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300

linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the Los Angeles District:

In accordance with General Condition Number 27, "Regional and Case-by-Case Conditions," the following Regional Conditions, as added by the Division Engineer, must be met in order for an authorization by any Nationwide to be valid:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.

2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert

regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

3. When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: http://www.spl.usace.army.mil/regulatory. In addition, the PCN shall include:
   a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
   b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the *Map and Drawing Standards for the Los Angeles District Regulatory Division* (available on the Los Angeles District Regulatory Division website at: www.spl.usace.army.mil/regulatory/); and

   c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

4. Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations:
   a. All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
   b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: http://www.swr.noaa.gov/efh.htm.
   c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
   d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.

5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWPs 5, 6, and 27 with the submission of a PCN in accordance with General Condition 31 and Regional Condition 3.

6. Individual Permits shall be required in Murrieta Creek and Temecula Creek watersheds in Riverside County for new permanent fills in perennial and intermittent watercourses otherwise authorized under NWPs 29, 39, 42 and 43, and in ephemeral watercourses for these NWPs for projects that impact greater than 0.1 acre of waters of the United States. In addition, when NWP 14 is used in conjunction with residential, commercial, or industrial developments the 0.1 acre limit would also apply.

7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.

8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWPs within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.

9. Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following:
   a. A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
   b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3;
   c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
   d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.

10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

4. **Further information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
   ( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
   (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
   ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.
   (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
   (b) This permit does not grant any property rights or exclusive privileges.
   (c) This permit does not authorize any injury to the property or rights of others.
   (d) This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
   (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
   (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
   (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
   (d) Design or construction deficiencies associated with the permitted work.
   (e) Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
   (a) You fail to comply with the terms and conditions of this permit.
   (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
   (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

   Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.

7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: California Department of Transportation District 8 (POC: Scott Quinnell)	File Number: SPL-200900460-VCC	Date: 2-4-13

Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:	If you only have questions regarding the appeal process you may also contact: Thomas J. Cavanaugh Administrative Appeal Review Officer, U.S. Army Corps of Engineers South Pacific Division 1455 Market Street, 2052B San Francisco, California 94103-1399 Phone: (415) 503-6574 Fax: (415) 503-6646 Email: thomas.j.cavanaugh@usace.army.mil

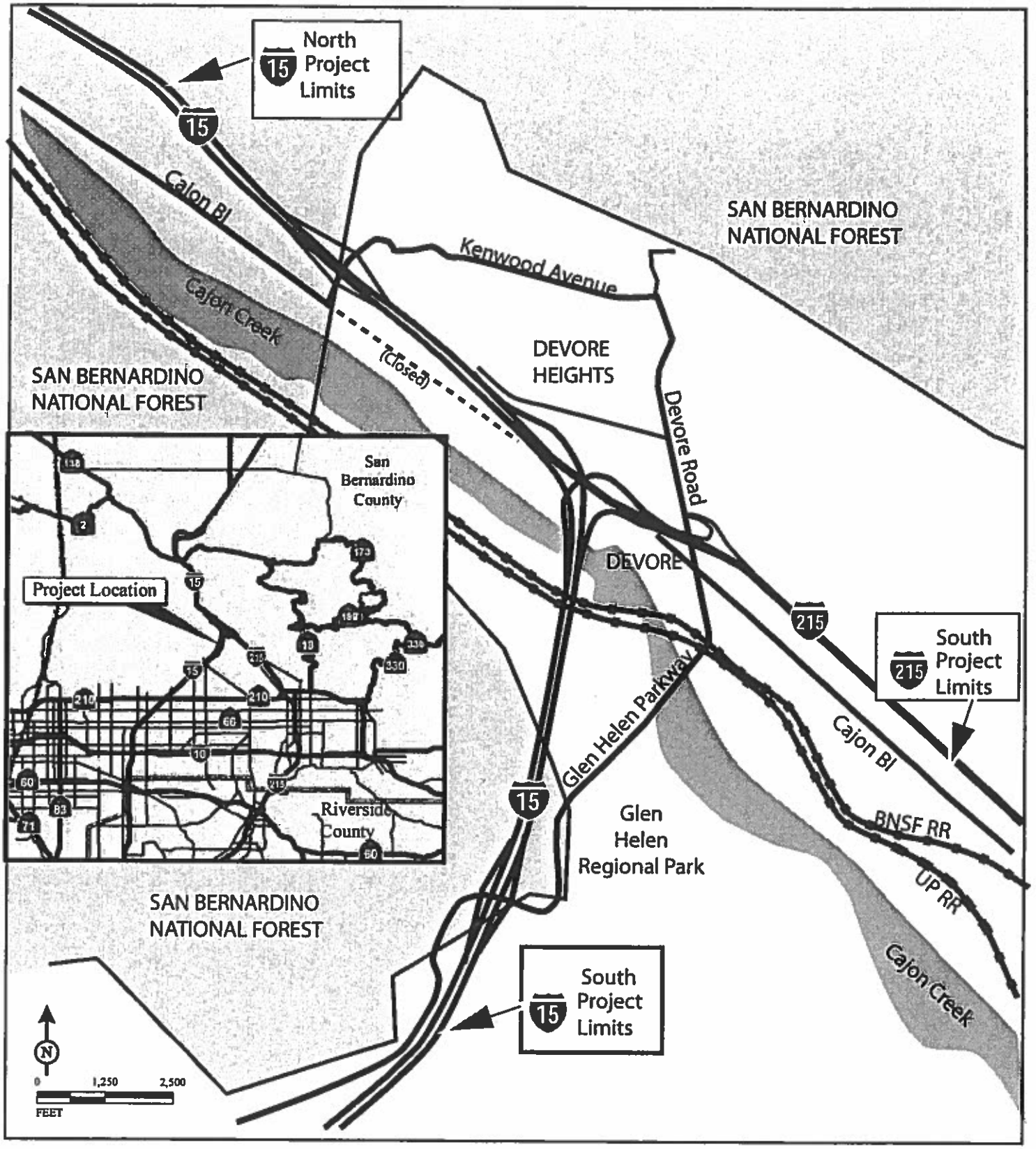
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:

Exhibit B

PROJECT DESCRIPTION

The proposed project provides operational improvements to the I-15 and I-215 Interchange near the unincorporated community of Devore in southwestern San Bernardino County. The project limits extend along I-15 from approximately 0.8 mile south of the Glen Helen Parkway undercrossing to 1.4 miles north of the Kenwood Avenue undercrossing, and along I-215 from 1.2 miles south of the Devore Road overcrossing to the I-15 junction, as shown in the attached Figure 1. The project also includes the reconnection of Cajon Boulevard and local roadway changes.



LEGEND

- Freeway/Ramps
- Local Street
- Railroad

Map Source: LSA

FIGURE 1

I-15/I-215 Interchange Improvements

Regional and Project Location Map

Exhibit C

BILL OF SALE

Contract No. _____

In consideration of the payment of **$1,361,700,** receipt of which is hereby acknowledged, RCRCD does hereby recognize that Interstate 15 / Interstate 215 Interchange Improvements Project (the "Project Applicant"), has acquired 8.9 Enhancement Credits from the RCRCD In-Lieu Fee Program (the "Program"), developed and approved by the Los Angeles District of the U.S. Army Corps of Engineers, Region IX of the U.S. Environmental Protection Agency and the California Regional Water Quality Control Board, Region 8.

RCRCD, administrator of the Program, represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

By: _____
District Manager

Exhibit D

STATEMENT OF SALE OF CREDIT

RCRCD letterhead

June 5, 2013

U.S. Army Corps of Engineers
Los Angeles District – Regulatory Division
915 Wilshire Blvd.
Los Angeles, CA 90017

Subject: Statement of Sale for 8.9 Credits from the RCRCD In-Lieu Fee Program to the San Bernardino Associated Governments

The Riverside-Corona Resource Conservation District has an agreement with the U.S. Army Corps of Engineers – Los Angeles District to operate an In-Lieu-Fee Program. This letter confirms the sale of 8.9 credits of enhancement. These credits are being used as compensatory mitigation for 1.697 acres of impact to Cajon Creek and its tributaries in the Impact HUC 18070203 as authorized by DA permit SPL-2009-00460-VCC. By selling credits to the above permittee, RCRCD is the party responsible for fulfilling the mitigation aspect of Special Condition 3 of the Permit(s) listed above.

Signed

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: June 13, 2013

Subject: I-15 Base Line Road Interchange Project

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. Approve award of Contract No. C13033 with Arcadis US for Construction Management services for the I-15 Base Line Road Interchange Improvement Project in an amount not-to-exceed $6,634,739.00, provided that the award of the contract and the authorization to execute the contract are contingent upon Caltrans' issuance of a Conformance Letter and correction of any noted deficiencies, as required by Caltrans' Local Assistance Procedures Manual.

2. Approve a contingency amount for Contract No. C13033 of $663,473.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

3. Approve issuance of a Purchase Order in the amount of $100,000.00 to cover the cost of the preconstruction services so that work can commence prior to the issuance of the federal funds for construction.

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

MVSS1306c-mb
Attachment: C13033 http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13033.docx
C13033 -Attachment B http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13033%20Attachment%20B%20-%20Arcadis%20US%20I15%20Base%20Line%20Interchange.PDF

Background:

Recommendations 1 & 2 are for a new contract. On March 6, 2013, San Bernardino Associated Governments (SANBAG) Board approved a budget amendment to add a new task number 0892, amend the current fiscal year budget to include $100,000 for construction management fees and authorized Staff to release a Request for Proposals (RFP) No. C13033 for Construction Management, Materials Testing, Source Inspection, Construction Surveying and Public Outreach services associated with the construction of the I-15 Baseline Road Interchange Improvement Project.

On April 18, 2013, staff received seven (7) proposals. The firms who submitted are, in alphabetical order, Arcadis US, Caltrop, Ghirardelli Associated, Harris & Associates, Mendoza & Associates, PreScience Engineering Corporation and RailPros Inc. Staff assembled a selection panel consisting of members from the City of Rancho Cucamonga, Department of Transportation (Caltrans), and SANBAG. Following review of the proposals, three (3) firms were shortlisted to participate in interviews: Arcadis US, Harris & Associates, and Mendoza & Associates. Interviews were held on Wednesday, May 15, 2013.

All three (3) firms were very qualified to manage this project. Arcadis US' thorough knowledge of the project, proposed staffing for work on the project, including their choice of sub-consultants, and their work plan distinguished it from the other firms. The selection panel unanimously agreed that Arcadis US was the most qualified and most available team to provide the services requested. Staff verified not only the references of the firm and the principal, but also called on and received positive references for the Resident Engineer and Structure Rep/Inspector.

Staff recommends approval of Contract No. C13033 with Arcadis US, for Construction Management services on the I-15 Base Line Interchange Project for a total not-to-exceed amount of $6,634,739.00; establishment of a contingency amount for Contract No. C13033 of $663,473; and authorization of the Executive Director or designee to release contingency funds as necessary for the project.

The award and execution of the contract is contingent upon Caltrans' Audits & Investigations issuance of a Conformance Letter which indicates that Caltrans has reviewed the proposed contract and the financial information submitted by Arcadis and its subconsultants; and have found the contract terms and the consultant's cost and price information compliant with state and federal requirements. This is a new Caltrans' procedure implemented in May 2013, impacting Architects and Engineering Contracts of $150,000 or more.

Recommendation 3. Federal authorization to proceed is not expected until sometime in the fall 2013 (September/October). In anticipation of the project

being released for advertisement and awarded prior to the end of the 2013 calendar year, Staff is requesting approval to issue a Purchase Order to Arcadis US in the amount of $100,000.00 to cover the cost of the preconstruction services and a constructability review that would commence prior to the issuance of the federal funds for the construction phase. These funds are in addition to those identified in Recommendation 1 and 2 and will utilize local funds.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 budget. Task No. 0892

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: Mike Barnum, Project Delivery Manager

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13033 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Arcadis US Inc

Contract Description Construction Management Services I15 Base Line Interchange

Board of Director's Meeting Date: July 3, 2013
Overview of BOD Action: Approve Award of Constrruction Management Contract, and establish a contingency.

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

CONTRACT OVERVIEW

Original Contract Amount	$	6,634,739.00	**Original Contingency Amount**	$	663,473.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	6,634,739.00	**TOTAL CONTINGENCY VALUE**	$	663,473.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	7,298,212.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/3/13 (pending E-76& Audit)	6/30/2018	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 892.
☐ A Budget Amendment is required.
How are we funding current FY? Local Fund – City of Rancho Cucamonga

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* See C13030 Advance Expenditure Agreement with City of Rancho Cucamonga. City is to pay for Construction Management. SANBAG to reimburse City of Rancho Cucamonga at 50% at a later date.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☒ Disadvantaged Business Enterprise (DBE) Goal 4.1 %

Mike Bannan		6/3/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		6-3-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		6/4/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		6/4/13
Contract Administrator (Print Name)	Signature	Date
W. Stawarski		6/5/13
Chief Financial Officer (Print Name)	Signature	Date

ATTACHMENT A

SCOPE OF WORK

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A. DESCRIPTION OF SERVICES

B. PERFORMANCE REQUIREMENTS

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1. Pre-construction Services
2. Bid Process
3. Project Administration
4. Construction Coordination
5. Construction Inspection
6. Project Support
7. Cost and Schedule
8. Change Orders and Claims
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D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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H. AVAILABILITY AND WORK HOURS

I. LIMITATIONS TO AUTHORITY

J. THIRD PARTY RELATIONSHIPS

K. CONSTRUCTION SITE SAFETY

L. BASIS FOR SURVEY AND MONUMENT MARKING

M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and public outreach for the Project. A description of the Project is given below.

I-15 Baseline Road Interchange Project

The construction project is located along Baseline Road at Interstate 15 (I-15) in the City of Rancho Cucamonga and the City of Fontana. The purpose of this project is to reduce congestion and improve traffic flow on Baseline Road and also the adjoining ramps for the interchange. To achieve this goal, the project proposes to widen Baseline Road and East Avenue to its ultimate configuration to conform to the General Plans for both the City of Rancho Cucamonga and the City of Fontana, to modify the four diamond interchange ramps, and to construct the southbound loop on-ramp.

The proposed improvements consist of reconstructing the interchange as a partial cloverleaf configuration. Modifications are to be made to the southbound (SB) and northbound (NB) on-ramps to accommodate the projected 2030 peak hourly traffic. The NB on-ramp is to be modified to two lanes to receive dual left turn lanes from the eastbound (EB) Baseline Road. The southbound off-ramp would be reconstructed as a two-lane exit at I-15 to expand to a four lane ramp at its terminus at Baseline Road. This ramp is being realigned northerly to accommodate a new southbound loop on-ramp. The northbound off-ramp, that utilizes the existing East Avenue Undercrossing Bridge, is to be widened to accommodate the two-lane off-ramp. Two new bridges and one bridge widening will be required.

Baseline Road will be widened from two lanes in each direction to three lanes in each direction. East Avenue will be widened from one lane in each direction to two lanes in each direction. This widening of Baseline Road is to its ultimate configuration. This widening will require tie-back retaining walls below the I-15 Bridge.

SANBAG intends to advertise, award and administer one construction contract for this project. .

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, source inspection, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of the improvement project.

SANBAG anticipates issuing a Purchase Order to the Consultant to complete a Constructability Review. A full Notice to Proceed (NTP) will be issued upon receipt of the approved funding agreement from Caltrans.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the

contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office, the City of Rancho Cucamonga and the City of Fontana in implementing the Public Outreach Program established for this project.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has designated a Project Manager to coordinate all construction activities.

Mr. Mike Barnum, Construction Manager

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's

operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing/source inspection personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

A sample of the project Source Inspection Quality Management Plan (SIQMP) outlining the SANBAGS approach to source inspection and the roles and responsibilities of the source inspection personal is provided in Attachment C. Consultant shall be responsible for finalizing the

SIQMP to match the project requirements, assist SANBAG in gaining Caltrans approval and manage the SIQMP. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

If a member of CONSULTANT's materials testing/source inspection personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid documents
2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid for completeness and responsiveness

2) Perform bid analysis

3) Development of contractor payment schedules, and other procedural items.

4) Checking Contractor references, licenses, insurance, and sureties.

5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resources Control Board (SWRCB).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.

b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements

to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition,

CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems
v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys
Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

i. LOCAL AGENCY
ii. SANBAG Board
iii. LOCAL AGENCY and area Emergency Service Providers
iv. School Transportation Coordinator(s)

v. Local Business Community
   i) Specific businesses with expanding priority based on proximity to work zone and detours
   ii) Chamber of Commerce
vi. Commuters
vii. Recreational Travelers
viii. Trucking Industry
ix. Local media
   i) Print
   ii) Radio
   iii) Television

c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.

f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:

i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during

Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)

ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)

iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.

iv. Emergency notices – when needed.

v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1) Contract pay item quantities and payments
2) Contract change orders
3) Supplemental work items
4) Agency furnished materials
5) Contingency balance
6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform

SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1) Agreed Price
2) Adjustment in compensation to a bid item
3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SANBAG all Project files.

g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.

h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Activity Summary Reports.

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.

5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.

6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test

results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

d. Deliverables to the Resident Engineer shall follow the format specified below:
   1) Horizontal Control
   2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
   3) Vertical Control
   4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
   5) Topography
   6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

   1) Conventional Cross – Sections (each cross – section):
   For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

   2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
   Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a

computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with

all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

1) Performing survey and staking calculations from the design plans and specifications;
2) Reduce survey data collected with conventional and total station survey systems;
3) Perform network adjustments for horizontal and vertical control surveys;
4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
2) Prisms, sufficient to perform the required work.
3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

7. Manual of Test (3 volumes)

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the

following qualifications:

1. Project Manager

   a. A minimum of six (6) years' project management experience on similar construction projects is desired.

   b. Accessible to SANBAG at all times during normal working hours.

   c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:

      1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
      2) Assign personnel to projects on an as-needed basis.
      3) Administer personal leave.
      4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

   a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.

   b. Licensed Professional Civil Engineer in the State of California.

   c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

   d. Accessible to SANBAG at all times including weekends and holidays.

   e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

   f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

      1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
      2) Assign field personnel to specific project tasks.
      3) Monitor and track Contractor progress.
      4) Prepare daily, weekly and monthly reports as required.
      5) Coordinate utility relocations with appropriate agencies and the utility inspector.
      6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

   a. A minimum of four (4) years' experience on similar construction projects is desired.

   b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Certified as a Qualified SWPPP Developer or Practitioner is desired.

g. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.

7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil transportation engineering is desired.

b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Ability to use an automatic level and transit for the purpose of verifying line and grade.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete

prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

2) Make grade, alignment, quantity, falsework, and shoring calculations.

3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

d. The materials testing/source inspection project manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.
5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
6) Assist SANBAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Project Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
vii. Keeps daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with

contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and inspections.
iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.
ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.

2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

ATTACHMENT B, "PRICE SCHEDULE"

C13033 ATTACHMENT 'B'

ARCADIS

San Bernardino Associated Governments (SANBAG)

I-15 BASE LINE ROAD INTERCHANGE

CONSTRUCTION MANAGEMENT SERVICES

May 31, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Resident Engineer/PM	$82.62	3,384	$279,586.08
Utility Coordinator/Rdwy. Inspector	$52.00	3,040	$158,080.00
Lead Roadway Inspector	$58.85	3,920	$230,692.00
Roadway Inspector #1	$51.00	3,360	$171,360.00
Roadway Inspector #2	$51.00	3,360	$171,360.00
Office Engineer/Scheduler	$33.00	3,560	$117,480.00
Roadway Inspector #3 (Peak)	$51.00	640	$32,640.00
Clerical/Admin Assistant	$14.00	3,600	$50,400.00
Budget Inspection OT/Shift Pay	$68.50	500	$34,250.00
Structure Inspector	$52.02	1,920	$99,878.40
Subtotal Hours & Direct Labor Costs		27,284	**$1,345,726.48**
Anticipated Salary Increases			**$32,560.19**
Total Direct Labor Costs			**$1,378,286.67** (1)

II. INDIRECT COSTS

INDIRECT RATE 148.00 % x $ 1,378,286.67 (Subtotal (1)) = Subtotal **$2,039,864.27** (2)

III. FEE (PROFIT)

9 % x $ 3,418,150.94 (Total (1) + (2)) = Subtotal **$307,633.58** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Office Supplies/Miscellenous	$26,000.00
Subtotal $	**$26,000.00** (4)

V. SUBCONSULTANTS COST

Simon Wong Engineering (Structures Rep and Inspection)	$784,935.00
Falcon Engineering (Inspection)	$266,551.00
Dynamic Engineering Services Inc. (Electrical Inspection & SWPPP)	$250,186.00
David Evans and Associates Inc. (Landscape Inspection & 1 year PE)	$201,563.00
Meadows Consulting (Labor Compliance)	$79,063.00
Leighton Consulting Inc. (Material Testing)	$330,592.00
Leighton Consulting Inc. (Source Inspection)	$220,064.78
Survey Budget (See Note)	$750,000.00
Towill Inc. (Survey)	TBD
Psomas (Survey)	TBD

Note: Arcadis will select services from noted survey consultants as needed for on call services to match project demands.

Subtotal $ **$2,882,954.78** (5)

VI. TOTAL AMOUNT

$6,634,739 (Total 1-5)

ARCADIS

LABOR & OTHER DIRECT COST (ODC) SUMMARY

I-15 BASE LINE ROAD INTERCHANGE

CONSTRUCTION MANAGEMENT SERVICES

May 31, 2013

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									
Resident Engineer/PM		82	98.7	3,384	$82.82	$279,586.08	$0.00	$279,586.08	$413,787.40	$82,403.61	$755,777.09	$223.34
Utility Coordinator/Rdwy. Inspector		52	54.6	3,040	$52.00	$158,080.00	$5,150.96	$163,230.96	$241,581.84	$36,433.15	$441,245.97	$145.15
Lead Roadway Inspector		56	91.79	3,920	$58.85	$230,692.00	$7,517.01	$238,209.01	$352,549.53	$53,168.25	$643,926.80	$164.27
Roadway Inspector #1		61	83.55	3,360	$61.00	$171,360.00	$5,583.70	$176,943.70	$261,878.68	$39,493.83	$478,314.21	$142.36
Roadway Inspector #2		61	83.55	3,360	$61.00	$171,360.00	$5,583.70	$176,943.70	$261,878.68	$39,493.83	$478,314.21	$142.36
Office Engineer/Scheduler		32	36.76	3,680	$33.00	$117,480.00	$3,828.04	$121,308.04	$179,535.90	$27,075.95	$327,919.90	$92.11
Roadway Inspector #3 (Peak)		51	57.76	640	$51.00	$32,640.00	$0.00	$32,640.00	$48,307.20	$7,285.25	$88,232.45	$137.86
Clerical/Admin Assistant		12	15	3,600	$14.00	$50,400.00	$1,642.28	$52,042.28	$77,022.55	$11,615.83	$140,680.65	$39.08
Budget Inspection OT/Shift Pay		68.5	75	500	$68.50	$34,250.00	$0.00	$34,250.00	$50,690.00	$7,644.60	$92,584.60	$185.17
Clerical Assistance (Peak)		32	33.6	0	$32.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Structure Inspector		52.02	54.62	1,920	$52.02	$99,878.40	$3,254.50	$103,132.90	$152,636.69	$23,019.29	$278,788.85	$145.20
			TOTAL =	27,284		$1,345,726.48	$32,560.19	$1,378,286.67	$2,039,864.27	$307,633.58	$3,725,784.53	

INDIRECT COST	
Overhead	100.00%
General & Admin	48.00%
Total	148.00%

FEE (PROFIT)	8.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Office Supplies/Miscellenous	$1,000	T&M	26.00	$26,000.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$26,000.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$3,751,784.53

ARCADIS

I-15 BASE LINE ROAD INTERCHANGE
CONSTRUCTION MANAGEMENT SERVICES
05/31/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$223.34	$145.15	$164.27	$142.36	$142.36	$92.11	$137.86	$39.08	$185.17	$0.00	$145.20	
PHASE	WBS	Staff Name	Nabil Freywat	Stephen Longoria	Kristi Twilley	David Huston	Nathaniel Battle	Pavitra Pandey	TBD	Alex Solorio	TBD	TBD	TBD	
		Staff Classification	Resident Engineer/PM	Utility Coordinator/Ridey-Inspector	Lead Roadway Inspector	Roadway Inspector #1	Roadway Inspector #2	Office Engineer/Scheduler	Roadway Inspector #3 (Peak)	Clerical/Admin Assistant	Budget Inspection OT/Shift Pay	Clerical Assistance (Peak)	Structure Inspector	TOTAL HOURS
	TOTAL FOR PROJECT		3384	3040	3920	3360	3360	3560	640	3600	500	0	1920	27284
5	CONSTRUCTION		3384	3040	3920	3360	3360	3560	640	3600	500	0	1920	27284
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	3384	3040	3920	3360	3360	3560	640	3600	500	0	1920	27284
	5.270.10	Constructibility Review & Cost Estimate, 4 month duration (PO Work) Not Included	0		0			0						0
	5.270.15	Bid and Awad Process, 2 months	184		80			200		80				544
	5.270.20	Construction and Post Construction Phase, 26 months	3200	3040	3840	3360	3360	3360	640	3520	500	0	1920	26740
	5.270.25	Construction Contract Administration Work, CCO's, Closeout., Final Reports		Inc	Inc	Inc	Inc	Inc	Inc	Inc	Inc	Inc	Inc	0
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$755,777.09	$441,245.97	$643,926.60	$478,314.21	$478,314.21	$327,919.90	$88,232.45	$140,680.65	$92,584.60	$0.00	$278,788.85	

ATTACHMENT 'B'

SIMON WONG ENGINEERING

San Bernardino Associated Governments (SANBAG)

Baseline Project

Construction Management, Construction Surveying, Materials Testing and Public Outreach

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rat	Hours	Total
Structures Inspector	$56.70	2,360	$133,812.00
Structures Representative	$86.27	1,680	$144,933.60
Public Relations Manager	$66.68	130	$8,668.40
Public Relations Liason	$31.00	208	$6,448.00
Public Relations Assist	$18.00	208	$3,744.00
Subtotal Hours & Direct Labor Costs		4,586	**$297,606.00**
Anticipated Salary Increases			**$4,974.77**
Total Direct Labor Costs			**$302,580.77** (1)

II. INDIRECT COSTS

INDIRECT RATE 131.93 % x $ 302,580.77 (Subtotal (1)) = Subtotal **$399,194.81** (2)

III. FEE (PROFIT)

9 % x $ 701,775.58 (Total (1) + (2)) = Subtotal **$63,159.80** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Public Outreach ODC's	$20,000.00

Subtotal $ **$20,000.00** (4)

V. SUBCONSULTANTS COST

Subtotal $ **$0.00** (5)

VI. TOTAL AMOUNT

$784,935 (Total 1-5)

SIMON WONG ENGINEERING

LABOR & OTHER DIRECT COST (ODC) SUMMARY

Baseline Project

Construction Management, Construction Surveying, Materials Testing and Public Outreach

May 29, 2013

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES LOW	RANGE OF DIRECT HOURLY RATES HIGH	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
Structures Inspector	[redacted]	$ 56.70	$ 60.18	2,360	$56.70	$133,812.00	$4,360.21	$138,172.21	$182,290.60	$28,841.85	$349,304.47	$148.01
Structures Representative		$ 86.27	$ 91.52	1,680	$86.27	$144,933.60	$0.00	$144,933.60	$191,210.90	$30,253.00	$366,397.50	$218.09
Public Relations Manager		$ 66.68	$ 70.74	130	$66.68	$8,668.40	$282.46	$8,950.86	$11,808.86	$1,868.37	$22,628.10	$174.06
Public Relations Liason		$ 30.77	$ 32.64	208	$31.00	$6,448.00	$210.11	$6,658.11	$8,784.04	$1,389.79	$16,831.94	$80.92
Public Relations Assist		$ 17.34	$ 18.40	208	$18.00	$3,744.00	$122.00	$3,866.00	$5,100.41	$806.98	$9,773.38	$46.99
			TOTAL =	4,586		$297,606.00	$4,974.77	$302,580.77	$399,194.81	$63,159.80	$764,935.39	

INDIRECT COST	
Overhead	N/A
General & Admin	N/A
Total	131.93%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Public Outreach ODC's	$20,000.00	T&M	1.0	$20,000.00	
			-		
			-		
		TOTAL OTHER DIRECT COSTS		$20,000.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6.00	1.000	6.000
2014/2015	12.00	1.030	12.360
2015/2016	8.00	1.061	8.487
TOTAL	26.00		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$784,935.39

SIMON WONG ENGINEERING

Baseline Project

Construction Management, Construction Surveying, Materials Testing and Public Outreach

May 29, 2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$148.01	$218.09	$174.06	$80.92	$46.99	
PHASE	WBS	Staff Name	Steve Vargo	Henry Stultz	Noelle Afualo	TBD	TBD	TOTAL HOURS
		Staff Classification	Structures Inspector	Structures Representative	Public Relations Manager	Public Relations Liason	Public Relations Assist	
	TOTAL FOR PROJECT		2360	1680	130	208	208	4586
5	CONSTRUCTION		2360	1680	130	208	208	4586
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	2360	1680	130	208	208	4586
	5.270.10	Constructibility Review & Cost Estimate, 4 month duration (PO Work)		0				0
	5.270.15	Bid and Awatd Process, 2 months		80				80
	5.270.20	Construction and Post Construction Phase, 26 months	2360	1600	130	208	208	4506
	5.270.25	Construction Contract Administration Work	Inc	Inc	Inc	Inc	Inc	0
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$349,304.47	$366,397.50	$22,628.10	$16,831.94	$9,773.38	

ATTACHMENT 'B'

Falcon

San Bernardino Associated Governments (SANBAG)

Baseline Interchange Improvement Project

Construction Management Services

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Roadway Inspector	$58.00	1,760	$102,080.00
Subtotal Hours & Direct Labor Costs		1,760	**$102,080.00**
Anticipated Salary Increases			**$3,326.24**
Total Direct Labor Costs			**$105,406.24** (1)

II. INDIRECT COSTS

INDIRECT RATE 132.00 % x $ 105,406.24 (Subtotal (1)) = Subtotal **$139,136.23** (2)

III. FEE (PROFIT)

9 % x $ 244,542.47 (Total (1) + (2)) = Subtotal **$22,008.82** (3)

IV. OTHER DIRECT COSTS

Item	Amount
NA	$0.00
Subtotal $	**$0.00** (4)

V. TOTAL AMOUNT

$266,551 (Total 1-4)

Falcon

LABOR & OTHER DIRECT COST (ODC) SUMMARY

Baseline Interchange Improvement Project

Construction Management Services

May 29, 2013

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									
Roadway Inspector	[redacted]	58	60.9	1,760	$58.00	$102,080.00	$3,326.24	$105,406.24	$139,138.23	$22,008.82	$266,551.29	$151.45
			TOTAL =	1,760		$102,080.00	$3,326.24	$105,406.24	$139,138.23	$22,008.82	$266,551.29	

INDIRECT COST	
Overhead	100.00%
General & Admin	32.00%
Total	132.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$0.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$266,551.29

Falcon

Baseline Interchange Improvement Project
Construction Management Services
05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$151.45	
PHASE	WBS	Staff Name	Ibrahim Massoud, PE	
		Staff Classification	Roadway Inspector	TOTAL HOURS
	TOTAL FOR PROJECT		1760	1760
5	CONSTRUCTION		1760	1760
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	1760	1760
	5.270.10	Constructibility Review & Cost Estimate, 4 month (PO Work)	NA	0
	5.270.15	Bid and Award Process, 2 months	NA	0
	5.270.20	Construction and Post Construction Phase, 26 months	1760	1760
	5.270.25	Construction Contract Administration Work	Inc	0
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$266,551.29	

ATTACHMENT 'B'

Dynamic Engineering Services

San Bernardino Associated Governments (SANBAG)

Baseline Interchange Improvement Project

Construction Management Services

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Electrical Inspector	$58.00	1,520	$88,160.00
SWPPP (Reviewer)	$55.00	40	$2,200.00
Subtotal Hours & Direct Labor Costs		1,560	**$90,360.00**
Anticipated Salary Increases			**$2,944.35**
Total Direct Labor Costs			**$93,304.35** (1)

II. INDIRECT COSTS

INDIRECT RATE 146.00 % x $ 93,304.35 (Subtotal (1)) = Subtotal **$136,224.34** (2)

III. FEE (PROFIT)

9 % x $ 229,528.69 (Total (1) + (2)) = Subtotal **$20,657.58** (3)

IV. OTHER DIRECT COSTS

Item	Amount
NA	$0.00
Subtotal $	**$0.00** (4)

V. TOTAL AMOUNT

$250,186 (Total 1-4)

Dynamic Engineering Services

LABOR & OTHER DIRECT COST (ODC) SUMMARY

Baseline Interchange Improvement Project

Construction Management Services

May 28, 2013

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									
Electrical Inspector	[redacted]	58	60.9	1,520	$58.00	$88,160.00	$2,872.66	$91,032.66	$132,907.68	$20,154.63	$244,094.97	$160.59
SWPPP (Reviewer)		55	57.75	40	$55.00	$2,200.00	$71.69	$2,271.69	$3,316.66	$502.95	$6,091.30	$152.28
			TOTAL =	1,560		$90,360.00	$2,944.35	$93,304.35	$136,224.34	$20,657.58	$250,186.27	

INDIRECT COST	
Overhead	100.00%
General & Admin	46.00%
Total	146.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$0.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$250,186.27

Dynamic Engineering Services

Baseline Interchange Improvement Project

Construction Management Services

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$160.59	$152.28	
PHASE	WBS	Staff Name	Victor Moore	Chia Chi Wang	
		Staff Classification	Electrical Inspector	SWPPP (Reviewer)	TOTAL HOURS
	TOTAL FOR PROJECT		1520	40	1560
5	CONSTRUCTION		1520	40	1560
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	1520	40	1560
	5.270.10	Constructibility Review & Cost Estimate, 4 month (PO Work)			0
	5.270.15	Bid and Awatd Process, 2 months			0
	5.270.20	Construction and Post Construction Phase, 26 months		40	40
	5.270.25	Construction Contract Administration Work	1520	0	1520
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$244,094.97	$6,091.30	

ATTACHMENT 'B'

David Evans & Associates

San Bernardino Associated Governments (SANBAG)

Baseline Interchange Improvement Project

Construction Management Services

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Landscape Inspector	$56.02	1,184	$66,327.68
Subtotal Hours & Direct Labor Costs		1,184	**$66,327.68**
Anticipated Salary Increases			**$2,161.26**
Total Direct Labor Costs			**$68,488.94** (1)

II. INDIRECT COSTS

INDIRECT RATE 170.00 % x $ 68,488.94 (Subtotal (1)) = Subtotal **$116,431.20** (2)

III. FEE (PROFIT)

9 % x $ 184,920.14 (Total (1) + (2)) = Subtotal **$16,642.81** (3)

IV. OTHER DIRECT COSTS

Item	Amount
NA	$0.00
Subtotal $	**$0.00** (4)

V. TOTAL AMOUNT

$201,563 (Total 1-4)

David Evans & Associates

LABOR & OTHER DIRECT COST (ODC) SUMMARY

Baseline Interchange Improvement Project

Construction Management Services

May 29, 2013

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									
Landscape Inspector	[redacted]	56.02	58.82	1,184	$56.02	$66,327.68	$2,161.26	$68,488.94	$116,431.20	$16,642.81	$201,562.96	$170.24
			TOTAL =	1,184		$66,327.68	$2,161.26	$68,488.94	$116,431.20	$16,642.81	$201,562.96	

INDIRECT COST	
Overhead	170.00%
General & Admin	0.00%
Total	170.00% Cap at 170%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$0.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$201,562.96

David Evans & Associates

Baseline Interchange Improvement Project

Construction Management Services

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$170.24	
PHASE	WBS	Staff Name	Jim Brands	
		Staff Classification	Landscape Inspector	TOTAL HOURS
	TOTAL FOR PROJECT		1184	1184
5	CONSTRUCTION		1184	1184
	5.100.20	PROJECT MANAGEMENT - CONSTRUCTION COMPONENT		0
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	1184	1184
	5.270.10	Constructibility Review & Cost Estimate, 4 month (PO Work)		0
	5.270.15	Bid and Awatd Process, 2 months		0
	5.270.20	Construction and Post Construction Phase, 26 months	800	800
	5.270.25	Construction Contract Administration Work	Inc	0
	5.270.30	Plant Establishment period of 12 months	384	384
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$201,562.96	

ATTACHMENT 'B'

Meadows Consulting

San Bernardino Associated Governments (SANBAG)

I-15 Baseline Interchange

Construction Management - Labor Compliance and Clerical

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Labor Compliance	$53.78	520	$27,965.60
Clerical Suppport	$32.00	640	$20,480.00
Subtotal Hours & Direct Labor Costs		1,160	**$48,445.60**
Anticipated Salary Increases			**$1,578.58**
Total Direct Labor Costs			**$50,024.18** (1)

II. INDIRECT COSTS

INDIRECT RATE 45.00 % x $ 50,024.18 (Subtotal (1)) = Subtotal **$22,510.88** (2)

III. FEE (PROFIT)

9 % x $ 72,535.06 (Total (1) + (2)) = Subtotal **$6,528.16** (3)

IV. OTHER DIRECT COSTS

Item	Amount
NA	$0.00
Subtotal $	**$0.00** (4)

V. TOTAL AMOUNT

$79,063 (Total 1-4)

Meadows Consulting

LABOR & OTHER DIRECT COST (ODC) SUMMARY

I-15 Baseline Interchange

Construction Management - Labor Compliance and Clerical

May 29, 2013

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									
Labor Compliance	Karen Meadows	53.78	55	520	$53.78	$27,965.60	$911.25	$28,876.85	$12,994.58	$3,768.43	$45,639.86	$87.77
Clerical Suppport	TBD	20.00	32	640	$32.00	$20,480.00	$667.33	$21,147.33	$9,516.30	$2,759.73	$33,423.36	$52.22
			TOTAL =	1,160		$48,445.60	$1,578.58	$50,024.18	$22,510.88	$6,528.16	$79,063.22	

INDIRECT COST	
Overhead	0.00%
General & Admin	45.00%
Total	45.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
				$0.00	
			TOTAL OTHER DIRECT COSTS	$0.00	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$79,063.22

Meadows Consulting

I-15 Baseline Interchange

Construction Management - Labor Compliance and Clerical

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$87.77	$52.22	
PHASE	WBS	Staff Name	Karen Meadows	TBD	
		Staff Classification	Labor Compliance	Clerical Suppport	TOTAL HOURS
	TOTAL FOR PROJECT		520	640	1160
5	CONSTRUCTION		520	640	1160
	5.100.20	PROJECT MANAGEMENT - CONSTRUCTION COMPONENT			0
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	520	640	1160
	5.270.10	Constructibility Review & Cost Estimate, 4 month (PO Work)			0
	5.270.15	Bid and Award Process, 2 months			0
	5.270.20	Construction and Post Construction Phase, 26 months	520	640	1160
	5.270.25	Construction Contract Administration Work	Inc	Inc	0
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$45,639.86	$33,423.36	

ATTACHMENT 'B'

Leighton Consulting, Inc.

San Bernardino Associated Governments (SANBAG)

SANBAG I-15/Baseline Road

Source Inspection

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	$0.00	0	$0.00
Structural Material Representative (SMR)	$51.44	480	$24,691.20
Material Testing Manager	$43.27	40	$1,730.80
Word Processor	$20.25	32	$648.00
Project Administrator	$18.70	32	$598.40
Source Inspector	$23.85	340	$8,109.00
Source Inspector	$29.48	280	$8,254.40
Subtotal Hours & Direct Labor Costs		1,204	**$44,031.80**
Anticipated Salary Increases			**$533.20**
Total Direct Labor Costs			**$44,565.00** (1)

II. INDIRECT COSTS

INDIRECT RATE 170.00 % x $ 44,565.00 (Subtotal (1)) = Subtotal **$75,760.49** (2)

III. FEE (PROFIT)

9 % x $ 120,325.49 (Total (1) + (2)) = Subtotal **$10,829.29** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Source Inspection Laboratory Testing Budget	$85,000.00
Inspector Mileage @$0.57/mile	$1,710.00
Mail/Couier	$200.00
Travel - Out of State with prior Approval	$2,000.00
Subtotal $	**$88,910.00** (4)

V. TOTAL AMOUNT

$220,065 (Total 1-4)

Leighton Consulting, Inc.

LABOR & OTHER DIRECT COST (ODC) SUMMARY
SANBAG I-15/Baseline Road
Source Inspection
May 29, 2013

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 Principal	[redacted]	85.34	89.61	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Structural Material Representative (SMR)		51.44	54.01	480	$51.44	$24,691.20	$0.00	$24,691.20	$41,976.04	$5,999.86	$72,666.20	$151.39
Material Testing Manager		43.27	45.43	40	$43.27	$1,730.80	$0.00	$1,730.80	$2,942.36	$420.58	$5,093.74	$127.34
Word Processor		20.25	21.26	32	$20.25	$648.00	$0.00	$648.00	$1,101.60	$157.49	$1,907.09	$59.60
Project Administrator		18.7	19.6	32	$18.70	$598.40	$0.00	$598.40	$1,017.28	$145.41	$1,761.09	$55.03
Source Inspector		23.85	25.04	340	$23.85	$8,109.00	$264.23	$8,373.23	$14,234.49	$2,034.69	$24,642.41	$72.48
Source Inspector		29.48	30.95	280	$29.48	$8,254.40	$268.97	$8,523.37	$14,489.72	$2,071.16	$25,084.27	$89.59
			TOTAL =	1,204		$44,031.80	$533.20	$44,565.00	$75,760.49	$10,829.29	$131,154.78	

INDIRECT COST	
Fringe	51.00%
General & Admin	119.00%
Total	170.00% CAPPED AT 170%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODCs)				Total	WBS
Source Materials Laboratory Testing (Misc. TBD- dependent on Contractor)				$26,000	
Aggregate quality/durability for base, HMA and JPCP				$3,000	
Tie-back components				$4,000	
Concrete masonry units (CMU, one supplier)				$4,500	
Structural nuts and bolts (signs, etc.)				$4,000	
Rebar couplers (bridge, one supplier)				$5,000	
Prestressing components (bridge, one supplier)				$4,000	
Headed rebar (bridge, one supplier)				$5,000	
Bridge elastomeric bearing pads (one supplier)				$4,500	
Joint seal material				$3,500	
Electrical and electronics items				$17,000	
Striping paint, thermoplastic, signs and glass beads				$5,500	
			Subtotal Source Inspection Laboratory	$86,000	
Inspector Mileage @$0.67/mile				$1,710	
Mail/Courier				$200	
Out of state Travel with Prior SANBAG Approval				$2,000	
			TOTAL	$89,910	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2014	6	1.000	6.000
2015	12	1.030	12.360
2016	8	1.061	8.487
TOTAL	26		26.847
Escalation Factor for Contract			1.033

TOTAL COSTS	$220,064.78

ATTACHMENT 'B'

Leighton Consulting, Inc.

San Bernardino Associated Governments (SANBAG)

SANBAG I-15/Baseline Road

Special Inspection and Material Testing Services

May 30, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	$0.00	0	$0.00
Project Manager	$51.44	26	$1,337.44
Material Testing Manager	$43.27	32	$1,384.64
Filed Services Operation Manager	$34.76	32	$1,112.32
Word Processor	$20.25	32	$648.00
Project Administrator	$18.70	32	$598.40
Soil/Asphalt Technician (Prevailing Wage)	$38.18	960	$36,652.80
Concrete Technician (Prevailing Wage)	$39.96	840	$33,566.40
Subtotal Hours & Direct Labor Costs		1,954	**$75,300.00**
Anticipated Salary Increases			**$2,288.07**
Total Direct Labor Costs			**$77,588.07** (1)

II. INDIRECT COSTS

INDIRECT RATE 170.00 % x $ 77,588.07 (Subtotal (1)) = Subtotal **$131,899.71** (2)

III. FEE (PROFIT)

9 % x $ 209,487.78 (Total (1) + (2)) = Subtotal **$18,853.90** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage (Samples)	$1,140.00
Mail/Courier	$100.00
Materials Laboratory Testing Budget Per Leighton Lab Fee Schedule 2012 *	$101,010.00
Subtotal $	**$102,250.00** (4)

V. TOTAL AMOUNT

$330,592 (Total 1-4)

Leighton Consulting, Inc.

LABOR & OTHER DIRECT COST (ODC) SUMMARY

SANBAG I-15/Baseline Road

Special Inspection and Material Testing Services

May 30, 2013

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 Principal	Tom Benson, PE, GE			0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Project Manager	Siva Sivathasan, PE, GE	51.44	54	26	$51.44	$1,337.44	$0.00	$1,337.44	$2,273.65	$325.00	$3,936.09	$151.39
Material Testing Manager	Roderick Marcia, PE	43.27	45.43	32	$43.27	$1,384.64	$0.00	$1,384.64	$2,353.89	$336.47	$4,075.00	$127.34
Filed Services Operation Manager	Mike Grace	34.76	36.5	32	$34.76	$1,112.32	$0.00	$1,112.32	$1,890.94	$270.29	$3,273.56	$102.30
Word Processor	Various	20.25	22.28	32	$20.25	$648.00	$0.00	$648.00	$1,101.60	$157.46	$1,907.06	$59.60
Project Administrator	Various	18.7	20.57	32	$18.70	$598.40	$0.00	$598.40	$1,017.28	$145.41	$1,761.09	$55.03
Soil/Asphalt Technician (Prevailing Wage)	Various	38.18	40.01	960	$38.18	$36,652.80	$1,194.32	$37,847.12	$64,340.10	$9,196.85	$111,384.07	$116.03
Concrete Technician (Prevailing Wage)	Various	39.96	41.96	840	$39.96	$33,566.40	$1,093.75	$34,660.15	$58,922.25	$8,422.42	$102,004.82	$121.43
			TOTAL =	1,954		$75,300.00	$2,288.07	$77,588.07	$131,899.71	$18,853.90	$228,341.68	

INDIRECT COST	
Fringe	51.00%
General & Admin	119.00%
Total	170.00% CAP AT 170%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODCs)	Price Per Unit	Unit	Quantity	Total	WBS
Materials Laboratory Testing Budget Per Leighton Lab Fee Schedule 2012 *	See Lab Testing Schedule	Various	Various	$101,010	
Car Mileage (Samples)	$0.570	mile	2000	$1,140.00	
Mail/Courier	$20.000	each	5	$100.00	
			TOTAL OTHER DIRECT COSTS	$102,250.00	

* Per direction of Resident Engineer

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$330,591.68

Leighton Consulting, Inc.

SANBAG I-15/Baseline Road

Special Inspection and Material Testing Services

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$0.00	$161.39	$127.34	$102.30	$59.60	$55.03	$116.03	$121.43	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
PHASE	WBS	Staff Name	Tom Benson, PE, GE	Siva Sivathasan, PE, GE	Roderick Marcia, PE	Mike Grace	Various	Various	Various	Various		
		Staff Classification	Project Principal	Project Manager	Material Testing Manager	Filed Services Operation Manager	Word Processor	Project Administrator	Soil/Asphalt Technician (Prevailing Wage)	Concrete Technician (Prevailing Wage)		
	TOTAL FOR PROJECT		0	26	32	32	32	32	960	840	1954	$228,341.68
5	CONSTRUCTION		0	26	32	32	32	32	960	840	1954	$228,341.68
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	0	26	32	32	32	32	960	840	1954	$228,341.68
	5.270.30	Contract Item Work Inspection	Inc	Inc	Inc	Inc	Inc	Inc	Inc	Inc	0	Inc
	5.270.35	Construction Material Sampling and Testing	0	26	32	32	32	32	960	840	1954	$228,341.68
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$0.00	$3,936.09	$4,075.00	$3,273.56	$1,907.06	$1,761.09	$111,384.07	$102,004.82	1954	$228,341.68

GEOTECHNICAL AND MATERIAL LABORATORY TESTING DURING CONSTRUCTION

05/29/2013

SANBAG's I-15 BASELINE ROAD INTERCHANGE IMPROVEMENTS

Geotechnical and Materials Laboratory Tests	Quantity	Unit Rate	Amount
Concrete cylinder compression tests (13,000 cubic-yards)	520	$25	$13,000
Flexural strength of concrete (CTM 523)	536	$65	$34,840
Aggregate and soil sieve analyses (CTM 201 and 202)	50	$135	$6,750
Caltrans wet density compaction curves (CTM 216)	44	$250	$11,000
Sand Equivalent (SE, CTM 217)	11	$105	$1,155
Corrosion suite (pH, minimum resistivity, soluble sulfate and chloride)	5	$245	$1,225
R-value (untreated subgrade or base, CTM 301)	8	$310	$2,480
Hot Mix Asphalt (HMA) extraction by ignition oven (percent asphalt	8	$200	$1,600
HMA theoretical maximum density and specific gravity	8	$130	$1,040
HMA Stabilometer Value (CTM 366)	8	$265	$2,120
Abrasion resistance of coarse aggregate (CTM 211)	8	$190	$1,520
Cleanness value of coarse aggregate (CTM 227)	8	$210	$1,680
Aggregate Durability Index (DI, CTM 229, June 2011 Version)	8	$200	$1,600
Misc Subconsultant testing	Various	Various	$1,000
Misc Testing per Leighton 2012 Lab testing Schedule TBD	Various	Various	$20,000
		Laboratory Subtotal:	$101,010

LEIGHTON CONSULTING, INC.
LABORATORY FEE SCHEDULE, 2012

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Moisture Content (ASTM D 2216)	$20
Moisture & Density (ASTM D 2937) ring samples	30
Moisture & Density (ASTM D 2937) Shelby tube or cutting	40
Atterberg Limits (ASTM D 4318) 3 points:	150
- single point, non-plastic	85
- Atterberg Limits (Organic ASTM D 2487 / 4318)	180
- Visual classification as non-plastic (ASTM D 2488)	10
Particle Size	
- sieve only 1½" to #200, (ASTM D 6913/CTM 202)	110
- large sieve - 6" to #200 (ASTM D 6913/C 136/CTM 202)	175
- hydrometer only (ASTM D 422)	110
- sieve + hydrometer (≤3" sieve, ASTM D 422)	185
Dispersive Characteristics of Clay Soil (double hydrometer, ASTM D 4221)	90
Specific Gravity-fine (passing #4, ASTM D 854/CTM 207)	125
Specific Gravity-coarse (ASTM C 127/CTM 206) retained on #4	100
- Total Porosity - on Shelby tube sample (calculated from density & specific gravity)	165
- Total Porosity - on other sample	155
Photograph of sample	10
Shrinkage Limits (Wax Method, ASTM D 4943)	126
Pinhole Dispersion (ASTM D 4647)	210
Percent Passing #200 Sieve, wash only (ASTM D 1140)	70
As-Received Moisture & Density (chunk/carved samples)	60
Sand Equivalent (CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Relative Compaction of Untreated & Treated Soils & Aggregates (CTM 216)	250
Relative Density (0.1 ft^3 mold, ASTM D 4253, D 4254)	235
California Bearing Ratio (ASTM D 1883)	
- 3 point	500
- 1 point	185
R-Value (CTM 301) Untreated	310
R-Value (CTM 301) Lime or cement treated soils	340
Standard Proctor Compaction, (ASTM D 698) 4 points:	
- 4 inch diameter mold (Methods A & B)	180
- 6 inch diameter mold (Method C)	215
Modified Proctor Compaction (ASTM D 1557) 4 points:	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check Point (per point)	65
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D 2435)	195
- Each additional time curve	45
- Each additional load/unload w/o time reading	40
Expansion Index (EI, ASTM D 4829)	130
Swell/Collapse - (ASTM D 4546-A, up to 10 load/unloads w/o time curves)	290
Single Load Swell/Collapse - (ASTM D 4546-B, seat, load & inundate only)	105
Collapse Potential of Soils (ASTM D 5333)	220

METHOD	$/TEST
SOIL CHEMISTRY & CORROSIVITY	
Soil pH (ASTM 4972 or CTM 643 Method A)	$45
Electrical Resistivity - single point at as-received moisture	45
Minimum Resistivity - 3 moisture content points (CTM 643)	90
pH + Minimum Resistivity (CTM 643)	130
Sulfate Content - Gravimetric (CTM 417 B Part II)	70
Sulfate Screen - HACH kit	30
Chloride Content (AASHTO T291/CTM 422)	70
Corrosion Suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Organic Matter Content (ASTM D 2974)	65
SHEAR STRENGTH	
Pocket Penetrometer	15
Direct Shear (ASTM D 3080, mod., 3 points):	
- Consolidated Undrained - 0.05 inch/minute	285
- Consolidated Drained - <0.05 inch/minute	345
Residual Shear EM 1110-2-1906-IXA (price per each additional pass after shear)	50
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single Point Shear	105
Torsional Shear (ASTM D 6467 / ASTM D 7608)	820
TRIAXIAL TESTS	
Unconfined Compression Strength of Cohesive Soil (with stress/strain plot, ASTM D 2166)	135
Unconsolidated Undrained Triaxial Compression Test on Cohesive Soils (USACE Q test, ASTM D 2850, per confining stress)	170
Consolidated Undrained Triaxial Compression Test for Cohesive Soils, (ASTM D 4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated Drained Triaxial Compression Test (CD, USACE S test, with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage Triaxial (sand or silty sand soils)	655
- Three-stage Triaxial (silt or clayey sand soils)	875
- Three-stage Triaxial (clay soils)	1,235
Remolding of Test Specimens	65
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial Permeability in Flexible-Wall Permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
- Each Additional Effective Stress	120
- Hand Trimming of Soil Samples for Horizontal K	60
Remolding of Test Specimens	65
Permeability of Granular Soils (ASTM D 2434)	135

Leighton

METHOD	$/TEST
SOIL-CEMENT	
Soil Cement Moisture-Density Curve (ASTM D 558)	$240
Soil Cement Wet-Dry Durability(ASTM D 559)**	1,205
Molded Soil-Cement Cylinders Compressive Strength (ASTM D 1633) per cylinder**	60
Soil-Cement Remolded Specimen, each specimen (for shear strength, consolidation, etc.)**	$235

**Soil cement compaction curve (ASTM D 558) should also be performed for each mix design; not included in above unit rates

CONSTRUCTION MATERIALS LABORATORY TESTING

TECHNICIAN SERVICES	$/UNIT
Pick-up & Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	$80
Coring & Sizing (at Leighton laboratory per core)	80

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete Cylinders Compression (ASTM C 39) (6" x 12")	25
Compression, Concrete or Masonry Cores (testing only) ≤6-inch-diameter (ASTM C 42)	40
Trimming concrete cores (per core)	20
Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading, ASTM C 78/CTM 523)	65
Flexural Strength of Concrete (simple beam w/ center point loading, ASTM C 293/CTM 523)	65
Mix Design, (review of existing data)	215
Non Shrink Grout Cubes, 2-inch (ASTM C 109/C 1107)	25
Drying Shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400
ASPHALT CONCRETE, HMA, SPECIMEN TESTING	
Extraction by Ignition Oven (CTM 382)	150
Extraction by Ignition Oven, percent asphalt & gradation (CTM 382/CTM 202)	195
Extraction, Percent Asphalt & Gradation, Centrifuge (ASTM D 2172/D 5444)	195
Extraction & Percent Asphalt, centrifuge (ASTM D 2172)	155
Extraction & Gradation, centrifuge (ASTM D 2172 /C 136)	175
Stabilometer Value (CTM 366)	265
Bituminous Mixture Preparation (CTM 304)	80
Moisture Content of Asphalt (CTM 370)	60
Bulk Specific Gravity – Molded Specimen or Cores (ASTM D 1188/CTM 308)	55
Maximum Density - Hveem (CTM 308)	125
Theoretical Maximum Density & Specific Gravity of HMA, (CTM 309)	130
Ignition Oven Correction/Correlation Values	quote
Compacted Bituminous Specimen Height (ASTM 3549)	40
Rubberized Asphalt (add to above rates)	+ 25%
AGGREGATE PROPERTIES	
Sieve Analysis (fine & coarse aggregate ASTM C 136)	135
Sieve Analysis-(finer than #200, Wash, ASTM C 117)	90
LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	165
LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	190
Durability Index (CTM 229)	200
Cleanness Value of Coarse Aggregate (CTM 227)	210
Unit Weight of Aggregate (CTM 212)	50

METHOD	$/TEST
Soundness Magnesium (ASTM C 88)	$225
Soundness Sodium	650
Uncompacted Void Content -fine aggregate (CTM 234)	130
Flat & Elongated Particles in Coarse Aggregate (CTM 235)	215
Percent of Crushed Particles (CTM 205)	135
Organic Impurities in Concrete Sand (CTM 213)	60
Apparent Specific Gravity of Fine Aggregate (CTM 208)	130
Moisture Content of Aggregates by Oven Drying (CTM 226)	40
Clay Lumps, Friable Particles (ASTM C 142)	175
MASONRY	
Mortar Cylinders (2" by 4", ASTM C 780)	25
Grout Prisms (3" by 6", ASTM C 1019)	25
Masonry Cores Compression, ≤6" diameter (testing only, ASTM C 42)	25
CMU Compression to size 8" x 8" x 16" (3 required, ASTM C 140)	40
CMU Moisture Content, Absorption & Unit Weight (6 required, ASTM C 140)	45
CMU Linear Drying Shrinkage (ASTM C 426)	175
CMU Grouted Prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180
CMU Grouted Prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250
Masonry Core-Shear Title 24 (test only)	250
BRICK	
Compression (5 required, cost for each, ASTM C 67)	40
SLAB-ON-GRADE MOISTURE EMISSION KIT	
Moisture Test Kit (excludes labor to perform test, ASTM E 1907)	60
REINFORCING STEEL	
Rebar Tensile Test, Up to No. 10 (ASTM A 370)	45
Rebar Tensile Test, No. 11 & over (ASTM A 370)	100
Rebar Bend Test, Up to No. 11 (ASTM A 370)	45
STEEL	
Tensile Strength, ≤100,000 pounds axial load (ASTM A 370)	45
Prestressing Wire, Tension (ASTM A 416)	150
Sample Preparation (cutting)	50
SPRAY APPLIED FIREPROOFING	
Unit Weight (Density, ASTM E 605)	60

Leighton

EQUIPMENT, SUPPLIES AND MATERIALS

	$/UNIT	
¼-inch grab plates	$5	each
¼-inch-diameter tubing (bonded)	0.55	foot
¼-inch-diameter tubing (single)	0.35	foot
3/8-inch tubing, clear vinyl	0.55	foot
Box of 10 soil drive-sample rings	45	day
Brass sample tubes	15	each
"Caution" tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	15	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Saws-All)	75	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved Oxygen Meter	45	day
DOT 55-gallon containment drum with lid	65	each
Double-ring infiltrometer	225	day
Generator, portable gasoline fueled (3,500 watts)	190	day
Global Positioning System (GPS)	180	day
Hand auger set	190	day
In-Situ Level Troll 500 (each)	190	day
In-Situ Troll 9500 low flow water sampler	150	day
Lockable equipment box	15	day
Magnahelic gauge	35	day
Manometer (for floor level measurements)	125	day
Nitrile gloves	20	pair

	$/UNIT	
Pachometer	$125	day
pH/Conductivity/Temperature Meter	155	day
Photo-Ionization Detector (PID)	210	day
Pump, Typhoon 2 or 4 stage	50	day
QED Bladder Pump w/QED control box	160	day
Resistivity field meter with cables and pins	150	day
Safety fence (100-foot roll)	50	day
Slip/threaded cap, ≤4-inch-diameter PVC Schedule 40	15	each
Slope inclinometer	250	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	260	day
Submersible sump/transfer pump, 10-25 gpm	150	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	160	day
Turbidity meter	70	day
Tyvek® suit	18	each
Vapor sampling box	45	day
Visqueen (20' x 100')	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	160	day

Other specialized geotechnical and geoenvironmental testing and sampling equipment are available, and priced per site.

TERMS AND CONDITIONS

- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $10 per bag & $5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing & reporting.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of hazardous materials in sampled materials prior to delivery to Leighton laboratory, and agrees to reimburse Leighton for all costs related to unanticipated discovery of hazardous materials.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage & a limit of Leighton's liability equal to our total fees for a given project.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.

Leighton

ATTACHMENT 'B'

TOWILL, Inc.

San Bernardino Associated Governments (SANBAG)

INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT

CONSTRUCTION MANAGEMENT SERVICES

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Survey Task Manager	$72.00	240	$17,280.00
PLS Party Chief	$46.86	2,460	$115,275.60
Certified Party Chief	$44.26	110	$4,868.60
Party Chief	$42.21	100	$4,221.00
Instrument Person	$39.71	2,160	$85,773.60
Chain Person	$39.13	336	$13,147.68
Apprentice A-G	$27.00	10	$270.00
Project Coordinator	$25.00	10	$250.00
PLS Surveyor	$56.00	10	$560.00
Project Surveyor	$48.00	100	$4,800.00
Subtotal Hours & Direct Labor Costs		5,556	**$247,338.68**
Anticipated Salary Increases			**$7,496.37**
Total Direct Labor Costs			**$254,835.05** (1)

II. INDIRECT COSTS

INDIRECT RATE 170.00 % x $ 254,835.05 (Subtotal (1)) = Subtotal **$433,219.59** (2)

III. FEE (PROFIT)

9 % x $ 688,054.64 (Total (1) + (2)) = Subtotal **$61,924.92** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Agency Fees	$200.00
Monumentation	$337.90
Subtotal $	**$875.80** (4)

V. TOTAL AMOUNT

$750,855 (Total 1-4)

TOWILL, Inc.

LABOR & OTHER DIRECT COST (ODC) SUMMARY
INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT
CONSTRUCTION MANAGEMENT SERVICES

May 29, 2013

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									
Survey Task Manager	[redacted]	70.00	75.00	240	$72.00	$17,280.00	$0.00	$17,280.00	$29,376.00	$4,199.04	$50,855.04	$211.90
PLS Party Chief		46.86	46.86	2,460	$46.86	$115,275.60	$3,756.21	$119,031.81	$202,354.08	$28,924.73	$350,310.62	$142.40
Certified Party Chief		44.26	44.26	110	$44.26	$4,868.60	$158.64	$5,027.24	$8,546.31	$1,221.92	$14,795.17	$134.50
Party Chief		42.21	42.21	100	$42.21	$4,221.00	$137.54	$4,358.54	$7,409.52	$1,059.13	$12,827.18	$128.27
Instrument Person		39.71	39.71	2,180	$39.71	$86,573.80	$2,794.90	$89,568.50	$150,566.45	$21,522.15	$260,657.09	$120.67
Chain Person		39.13	39.13	336	$39.13	$13,147.68	$428.41	$13,576.09	$23,079.36	$3,298.99	$39,954.44	$118.91
Apprentice A-G		16.43	31.30	10	$27.00	$270.00	$8.80	$278.80	$473.96	$67.75	$820.50	$82.05
Project Coordinator		25.00	30.00	10	$25.00	$250.00	$8.15	$258.15	$438.85	$62.73	$759.72	$75.97
PLS Surveyor		50.00	60.00	10	$56.00	$560.00	$18.25	$578.25	$983.02	$140.51	$1,701.78	$170.18
Project Surveyor		42.00	50.00	100	$48.00	$4,800.00	$156.41	$4,956.41	$8,425.89	$1,204.41	$14,586.70	$145.87
			TOTAL =	5,556		$247,338.68	$7,496.37	$254,835.05	$433,219.59	$61,924.92	$749,979.56	

INDIRECT COST	
Overhead	120.00%
General & Admin	50.00%
Total	170.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Agency Fees	Various			$200.00	
Survey Trucks and Equipment	Inc in Overhead			$0.00	
Mileage	Inc in Overhead			$0.00	
Monumentation	$33.790		10	$337.90	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$537.90	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$750,517.46

TOWILL, Inc.

INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT

CONSTRUCTION MANAGEMENT SERVICES

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$211.90	$142.40	$134.50	$128.27	$120.67	$118.91	$82.05	$145.87	$75.97	$134.50	
PHASE	WBS	Staff Name	Bernie McInally, PLS	Nick Lewis, PLS	Certified Party Chief	Party Chief	Instrument Person	Chain Person	Apprentice A-G	TBD	0	0	TOTAL HOURS
		Staff Classification	Survey Task Manager	PLS Party Chief	Certified Party Chief	Party Chief	Instrument Person	Chain Person	Apprentice A-G	Project Surveyor	Project Coordinator	PLS Surveyor	
	TOTAL FOR PROJECT		240	2460	110	100	2160	336	10	100	10	10	5536
5	CONSTRUCTION		240	2460	110	100	2160	336	10	100	10	10	5536
	5.100.20	PROJECT MANAGEMENT - CONSTRUCTION COMPONENT											0
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	240	2460	110	100	2160	336	10	100	10	10	5536
	5.270.10	Construction Staking Package and Control	40	160	10	0	160			0	10	10	390
	5.270.15	Construction Stakes	200	2300	100	100	2000	336	10	100			5146
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$50,855.04	$350,310.62	$14,795.17	$12,827.18	$260,657.09	$39,954.44	$820.50	$14,586.70	$759.72	$1,345.02	

ATTACHMENT 'B'

PSOMAS

San Bernardino Associated Governments (SANBAG)

INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT

CONSTRUCTION MANAGEMENT SERVICES

May 29, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Survey Task Manager	$72.00	240	$17,280.00
PLS Party Chief	$46.86	2,460	$115,275.60
Certified Party Chief	$44.26	110	$4,868.60
Party Chief	$42.21	100	$4,221.00
Instrument Person	$39.71	2,160	$85,773.60
Chain Person	$39.13	336	$13,147.68
Apprentice A-G	$27.00	10	$270.00
Project Coordinator	$25.00	10	$250.00
PLS Surveyor	$56.00	10	$560.00
Project Surveyor	$48.00	100	$4,800.00
Subtotal Hours & Direct Labor Costs		5,556	**$247,338.68**
Anticipated Salary Increases			**$7,496.37**
Total Direct Labor Costs			**$254,835.05** (1)

II. INDIRECT COSTS

INDIRECT RATE 170.00 % x $ 254,835.05 (Subtotal (1)) = Subtotal **$433,219.59** (2)

III. FEE (PROFIT)

9 % x $ 688,054.64 (Total (1) + (2)) = Subtotal **$61,924.92** (3)

IV. OTHER DIRECT COSTS

Item	Amount
Agency Fees	$200.00
Monumentation	$337.90
Subtotal $	**$875.80** (4)

V. TOTAL AMOUNT

$750,855 (Total 1-4)

RSOMAS

LABOR & OTHER DIRECT COST (ODC) SUMMARY

INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT

CONSTRUCTION MANAGEMENT SERVICES

May 29, 2013

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									
Survey Task Manager		70.00	75.00	240	$72.00	$17,280.00	$0.00	$17,280.00	$26,378.00	$4,199.04	$50,855.04	$211.90
PLS Party Chief		46.86	46.86	2,460	$46.86	$115,275.60	$3,756.21	$119,031.81	$202,354.08	$28,924.73	$350,310.62	$142.40
Certified Party Chief		44.26	44.26	110	$44.26	$4,868.60	$158.64	$5,027.24	$8,546.31	$1,221.62	$14,795.17	$134.50
Party Chief		42.21	42.21	100	$42.21	$4,221.00	$137.64	$4,358.64	$7,409.52	$1,059.13	$12,827.16	$128.27
Instrument Person		39.71	39.71	2,160	$39.71	$85,773.60	$2,794.90	$88,568.50	$150,566.45	$21,522.15	$260,657.09	$120.67
Chain Person		39.13	39.13	336	$39.13	$13,147.68	$428.41	$13,576.09	$23,079.36	$3,298.99	$39,954.44	$118.91
Apprentice A-G		16.43	31.30	10	$27.00	$270.00	$8.80	$278.80	$473.96	$67.75	$820.50	$82.05
Project Coordinator		25.00	30.00	10	$25.00	$250.00	$8.15	$258.15	$438.85	$62.73	$759.72	$75.97
PLS Surveyor		50.00	60.00	10	$56.00	$560.00	$18.25	$578.25	$983.02	$140.51	$1,701.78	$170.18
Project Surveyor		42.00	50.00	100	$48.00	$4,800.00	$156.41	$4,956.41	$8,425.89	$1,204.41	$14,586.70	$145.87
			TOTAL =	5,556		$247,238.68	$7,496.37	$254,835.05	$433,219.59	$61,924.92	$749,979.56	

INDIRECT COST	
Overhead	120.00%
General & Admin	50.00%
Total	170.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Agency Fees	Various			$200.00	
Survey Trucks and Equipment	Inc in Overhead			$0.00	
Mileage	Inc in Overhead			$0.00	
Monumentation	$33.790		10	$337.90	
				$0.00	
				$0.00	
		TOTAL OTHER DIRECT COSTS		$537.90	

	Escalation Per Year =		3.00%
Year	# of Months	Esc.	Value
2013/2014	6	1.000	6.000
2014/2015	12	1.030	12.360
2015/2016	8	1.061	8.487
TOTAL	26		26.847
		Escalation Factor for Contract	1.033

TOTAL COSTS	$750,517.46

PSOMAS

INTERSTATE 15 / BASELINE ROAD INTERCHANGE PROJECT

CONSTRUCTION MANAGEMENT SERVICES

05/29/2013

Fully Loaded Hourly Rate (Direct Labor, Escalation, overhead, and profit)			$211.90	$142.40	$134.50	$128.27	$120.67	$118.91	$82.06	$145.87	$75.97	$134.50	
PHASE	WBS	Staff Name	0	0	0	0	0	0	0	0	0	0	
		Staff Classification	Survey Task Manager	PLS Party Chief	Certified Party Chief	Party Chief	Instrument Person	Chain Person	Apprentice A-G	Project Surveyor	Project Coordinator	PLS Surveyor	TOTAL HOURS
	TOTAL FOR PROJECT		240	2460	110	100	2160	336	10	100	10	10	5536
5	CONSTRUCTION		240	2460	110	100	2160	336	10	100	10	10	5536
	5.100.20	PROJECT MANAGEMENT - CONSTRUCTION COMPONENT											0
	5.270	CONSTRUCTION ENGINEERING & GENERAL CONTRACT ADMINISTRATION	240	2460	110	100	2160	336	10	100	10	10	5536
	5.270.10	Construction Staking Package and Control	40	160	10	0	160			0	10	10	390
	5.270.15	Construction Stakes	200	2300	100	100	2000	336	10	100			5146
		TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION	$50,855.04	$350,310.62	$14,795.17	$12,827.18	$260,657.09	$39,954.44	$820.50	$14,586.70	$759.72	$1,345.02	

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: June 13, 2013

Subject: Interstate 10 Cedar Avenue Interchange Memorandum of Understanding

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

1. Approve Memorandum of Understanding No. C13086 with the County of San Bernardino for the development of the Interstate 10 Cedar Avenue Interchange project.

2. Waive the five-year contract term limitation set forth in Policy 11000.

Background: The I-10 Cedar Avenue Interchange is the highest priority in the Measure I 2010-2040 Freeway Interchange Program. Cedar Avenue is a north- south arterial in the unincorporated community of Bloomington and forms a tight diamond interchange with I-10. This location has been experiencing high levels of traffic congestion resulting in low "levels of service". This prompted the County of San Bernardino to proceed with obtaining environmental clearance for reconstruction of the I-10 Cedar Avenue Interchange (Project) which is expected in June 2013.

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

MVSS1306a-cs
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13086.docx

The purpose of this Memorandum of Understanding No. C13086 (MOU) is to document the terms and conditions of cooperation between San Bernardino Associated Governments (SANBAG) and the County of San Bernardino required to complete the Project with respect to cost, funding shares, schedule, and scope. The MOU does not commit SANBAG or the County of San Bernardino 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.

In January 2013, the SANBAG Board approved an exception to SANBAG Policy 40001/VS-30: Cost Buy-down for Projects with a Development Share Contribution and allowed the use of $4.2 million Surface Transportation Program funds allocated to the County of San Bernardino for use at their discretion to be regarded as an internal loan of development share funds for the I-10 Cedar Interchange project. The County plans to allocate these funds toward design and right-of-way in order to support the advancement of these phases.

It is anticipated that SANBAG will be the lead agency for the remaining phases of work, although whether the Resolutions of Necessity for right-of-way acquisition, if needed, will be heard by the County of San Bernardino or at the California Transportation Commission is yet to be determined. Upon approval of the MOU, staff will commence work on the cooperative agreement for the design and right-of-way phases.

The County of San Bernardino Board of Supervisors approved the MOU on June 4, 2013.

The termination date of the MOU is the earlier of the Project notice of completion recordation date or June 30, 2021. It is expected that it will take longer than five years to complete all phases of the Project, therefore staff requests waiver of the five-year contract term limitation set forth in Policy 11000.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2013/2014 budget as it does not commit any funds.

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 MOU.

Responsible Staff: Carrie Schindler, Chief of Fund Administration and Programming

MVSS1306a-cs

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13086 Amendment No. _____

By and Between

SANBAG (as Authority) and County of San Bernardino

Contract Description Interstate 10 at Cedar Avenue Memorandum of Understanding

Board of Director's Meeting Date: July 3, 2013

Overview of BOD Action: 1. Approve Memorandum of Understanding C13086 with the County of San Bernardino for the development of the Interstate 10 at Cedar Avenue Interchange Project.

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/3/2013	6/30/2021	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. _____.

☐ A Budget Amendment is required. How are we funding current FY?

Budget authority will be handled in phase specific cooperative agreements

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☐ Payable ☐ Receivable NOTE: This is a MOU and does not commit any funds.

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☐ Retention? If yes, indicate % _____.

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

Carrie Schindler Project Manager (Print Name)		5/31/13 Date
Garry Cohoe Task Manager (Print Name)		6/3/13 Date
Andrea Zureick Dir. Of Fund Admin. & Programming (Print Name)		5/3/13 Date
Jeffery Hill Contracts Manager (Print Name)		6/4/13 Date
Wendy Strack Chief Financial Officer Signature (Print Name)		6/5/13 Date

SANBAG

CONTRACT C13086

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE COUNTY OF SAN BERNARDINO

FOR THE DEVELOPMENT OF

THE INTERSTATE 10/CEDAR AVENUE 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 COUNTY OF SAN BERNARDINO ("PROJECT SPONSOR") (and together the "PARTIES") on the Effective Date defined later herein.

B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph C, terminate upon the date a notice of completion is recorded for the Interstate 10 at Cedar Avenue Interchange (PROJECT) 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 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, attached hereto and incorporated herein by this reference.

D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.

E. 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 funding availability.

F. WHEREAS, the Public Share is defined as the share of project cost calculated as the total cost of the project minus the development share (or Local Agency share) and the Local Agency share is the percentage share of the project cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.

G. 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.

H. 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.

I. 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.

D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

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 and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (right-of-way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the funding cooperative agreement(s).

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, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced in Section II, Paragraph I. 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 Eric Jacobsen, Supervising Transportation Analyst for COUNTY OF SAN BERNARDINO. For AUTHORITY, that person shall be Paula Beauchamp, Project Delivery Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

COUNTY OF SAN BERNARDINO Department of Public Works 825 East 3rd Street San Bernardino, CA 92415 ATTN: Eric Jacobsen	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick

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 authorized representatives of the PARTIES.

----------Signatures on the Following Page----------

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 both SANBAG and PROJECT SPONSOR ("Effective Date").

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Bill Jahn
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

COUNTY OF SAN BERNARDINO

By: _____
Janice Rutherford
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Scott Runyan
Deputy County Counsel

Exhibit A

Project Scope:

The project will widen the Interstate 10/Cedar Avenue overcrossing, improve interchange ramps, add an auxiliary lane at the eastbound entrance and exit ramps, and widen Cedar Avenue between Slover Avenue and Valley Boulevard, as referenced in the Project Report dated November 2, 2001 and Environmental Document being circulated for approval in June 2013. The County of San Bernardino has been lead on the Project Approval and Environmental phase. It is anticipated that the AUTHORITY will be lead on the remaining phases of work, although whether the Resolutions of Necessity for Right of Way Acquisition will be heard by the County of San Bernardino or at the California Transportation Commission is to be determined.

Project Cost Estimate and Funding Shares:

Public Share: 70.0%
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 30.0%
Local Jurisdictional Split of the DIF Share: County 74% / Fontana 12% / Rialto 14%

Phase	Estimated Cost**	Public Share	Development Share
Project Approval and Environmental	$1,200,000	$275,100	$924,900
Design	$4,000,000	$2,800,000	$1,200,000
Right-of-Way (including Utilities*)	$12,200,000	$8,540,000	$3,660,000
Construction (Including Construction Management)	$43,000,000	$30,100,000	$12,900,000
Total	$60,400,000	$41,715,100	$18,684,900

* Utilities are estimated at $2,027.00.
**Estimated Costs are based on Project Study report and do not include landscaping or SANBAG oversight.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	(1/16/2001)
Environmental Approval	(6/2013)
Design Approved/ROW Certified	(6/2016)
Construction Notice to Proceed	(12/2016)
Completed for Beneficial Use	(12/2018)

Exhibit B

Conceptual Layout

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: June 13, 2013

Subject: Amendments to the Development Mitigation Nexus Study

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors, acting as the Congestion Management Agency (CMA), at a regularly scheduled Board meeting:

Approve modifications to the development fair share percentages for the I-15/Duncan Canyon Road interchange contained in the Development Mitigation Nexus Study, as described in the Background section of this agenda item. The modifications reflect an annexation that has occurred in the interchange "traffic shed" over the last several years.

Background: A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County to adopt a development mitigation program that addresses regional transportation needs and complies with the San Bernardino County Congestion Management Program (CMP). The Development Mitigation Nexus Study has established development contribution fair share requirements for jurisdictions in the Valley and Victor Valley. The Nexus Study was originally approved by the SANBAG Board of Directors in October 2005 and updated every two years thereafter.

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

MVSS1306a-tb

Since the approval of the Nexus Study, several annexation actions have occurred resulting in refinements to jurisdiction development contribution fair share percentages. As annexation occurs, the development contribution fair share responsibilities shift from the County to the City in which the annexations occur. Jurisdictions are required to provide annexation information to SANBAG so that Nexus Study development contributions can be updated to reflect the annexation. This amendment is revising only development fair share percentages. Cost information in the Nexus Study will not be affected by this amendment. The Congestion Management Program (CMP) update scheduled for Fall 2013 will include project and program cost updates to reflect current cost estimates.

One interchange shed has been affected by a recent annexation: I-15/Duncan Canyon Road. The Nexus Study defines a "traffic shed" for each interchange. A traffic shed represents the geographic area around the interchange from which most of the traffic using that interchange is likely to be drawn.

I-15/Duncan Canyon Road

The City of Fontana annexed a large portion of the Duncan Canyon Road traffic shed immediately west of I-15. The annexation resulted in an approximate 18-acre remnant under County jurisdiction in the northeast portion of the traffic shed. The original Nexus Study development contribution fair-share for the County was 21% which was determined based on a traffic study that was prepared at the time the Nexus Study was developed. Based on the annexation, the share for the County has been recomputed to be 0.9%. The revised share is based on the 18-acre remnant remaining after annexation under County jurisdiction and general plan land use designations for the remnant parcel. The methodology to determine the refined share was presented at meetings with Fontana and County staff. The methodology applied to update the fair-share responsibilities is consistent with the methodology applied in the original development of the shares.

Summary of Recommendation
Approval is requested on the following amendments:

1. Adjust the fair share costs for the City of Fontana and the Fontana sphere of influence (County) as a result of the recent annexation of a portion of the City of Fontana sphere for the I-15/Duncan Canyon interchange. The changes are as follows:
    a. City of Fontana – change the interchange fair share percentage from 79.0% to 99.1%
    b. Fontana sphere (unincorporated area) – change the interchange fair share percentage from 21.0% to 0.9%

Table 4 from the Nexus Study indicates each jurisdiction's development fair share percentage of interchange costs. This table will be revised within the Nexus Study upon the approval of the amendments listed above. Acceptance of the above amendment is recommended in order to ensure that the most current information is used as the basis for assessing local jurisdiction compliance with the development mitigation program. Local jurisdictions are aware that annexations result in a shift in development fair share contributions and are required to adjust their local Development Impact Fee (DIF) programs sufficient to fund the shares and costs outlined in each update of the Nexus Study.

Financial Impact: This item is consistent with the adopted FY 2012-2013 budget, Task 0203. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

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

Responsible Staff: Tim Byrne, Chief of Planning

MVSS1306a-tb

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 10

Date: June 13, 2013

Subject: San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR)

Recommendation:* Receive a presentation on the status of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR).

Background: In 2006, the California legislature passed Assembly Bill (AB) 32. The law establishes a limit on greenhouse gas (GHG) emissions for the state of California to reduce state-wide emissions to 1990 levels by 2020. The law directed the California Air Resources Board (CARB) to develop a plan (AB 32 Scoping Plan) that charts a path towards the GHG reduction goal using all technologically feasible and cost effective means. The AB 32 Scoping Plan recommends that California cities and counties seek to reduce their GHG emissions consistent with statewide reductions. Senate Bill (SB) 375, passed in 2008, requires regional transportation planning to promote reductions in passenger and light duty vehicle GHG emissions.

In response to these initiatives, an informal project partnership, led by SANBAG, is cooperating in compiling an inventory of GHG emissions and an evaluation of reduction measures that could be adopted by the 21 Partnership cities within San Bernardino County. The 21 cities participating in this project are Adelanto,

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

MVSS1306a-ss
Attachment: MVSS1306a1-ss

Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Victorville, Yucaipa, and Yucca Valley. There were a number of reasons for conducting this effort collaboratively for multiple cities, including the economies of scale as well as greater consistency in terminology and methodology among jurisdictions. Because SANBAG is leading this effort, SANBAG is serving as the Lead Agency under the California Environmental Quality Act (CEQA).

The County of San Bernardino (County) adopted a GHG Reduction Plan for unincorporated areas of San Bernardino County that includes a set of GHG inventories and reduction measures. This project builds upon the work completed by the County with specific GHG inventories and proposed reduction measures for the 21 participating cities. The consultant preparing the Reduction Plan is ICF Jones and Stokes, Inc. The EIR is being prepared by Atkins North America, Inc. These two firms were also involved in preparation of the GHG Plan for the County of San Bernardino.

Each of the 21 participating cities has worked extensively with the consulting team to craft a GHG reduction plan that is consistent with its local jurisdiction goals and policies. Each of the cities has identified its own GHG reduction target and GHG measures designed to reach that target. These are reflected in the SANBAG GHG Plan.

There are a number of benefits to local jurisdictions of preparing a greenhouse gas reduction plan, including the following:

- Assessment of all GHG emission sources comprehensively and consistently instead of individually for different projects.
- Economies of scale allowing comprehensive assessment of all GHG emission sources at significantly lower costs to each participating city.
- Streamlining of project approvals and CEQA by providing for "tiering" from a local reduction plan and its associated CEQA document.
- Strategic evaluation of overall GHG emissions reductions measures, including reduction effectiveness, costs and savings, and other community co-benefits, such as improved air quality.
- Selection of feasible and cost-effective means to reduce GHG emissions including many that can save money for municipal governments, businesses, individuals, and the community as a whole.
- Identification of the local role in reducing GHG emissions in light of larger state efforts.
- Identification of credit for prior and ongoing city actions.
- Local control of GHG emission reductions and CEQA thresholds

A Notice of Preparation (NOP) of the EIR for the GHG Reduction Plan was issued on November 9, 2012, and a public scoping meeting was held on November 28. The NOP is provided as an attachment to this agenda item and contains more information about the Plan. Each of the 21 cities has the option to use the information in the Plan and EIR to prepare its own Climate Action Plan (CAP), which it would develop and adopt subsequent to the completion of SANBAG's Plan and EIR.

A draft of the San Bernardino County Greenhouse Gas Inventory and Reduction Plan is scheduled for public release in late June 2013. The draft EIR is planned for public release in mid to late July. The release of the EIR will initiate a 45-day review and comment period, after which the EIR will be finalized and responses to comments will be prepared. SANBAG will adopt portions of the Plan that represent the agency's responsibilities and will certify the EIR. This action is projected to occur in Fall 2013, after which each jurisdiction will pursue the course it considers appropriate for its circumstances.

Michael Hendrix, with Atkins North America and consultant for the EIR, will provide a presentation on the Plan and EIR and will be available for questions.

Financial Impact: This item is consistent with the adopted FY 2012-2013 budget, Task 0495. The Greenhouse Gas Reduction Plan and EIR are being funded primarily from contributions from the 21 participating cities, Council of Governments dues, and Measure I 1990-2010 Transportation Management and Environmental Enhancement funds.

Reviewed By: This item is also scheduled for review by the Mountain/Desert Committee on June 21, 2013. Material in this item also has been reviewed by the Planning and Development Technical Forum (Planning/Community Development Directors) on May 22, 2013 and by the City/County Manager Technical Advisory Committee on June 6, 2013.

Responsible Staff: Steve Smith, Director of Planning

San Bernardino Associated Governments

NOTICE OF PREPARATION

Governments SANBAG Working Together

DATE: November 9, 2012

FROM: San Bernardino Associated Governments (SANBAG), Department of Planning, 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715

TO: Interested Agencies, Organizations, and Individuals

SUBJECT: Notice of Preparation of an Environmental Impact Report

PROJECT TITLE: San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan

An environmental review of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan ("Project") must be conducted under the California Environmental Quality Act ("CEQA") because implementation of reduction measures as part of the Project will require discretionary approvals from state and local agencies, which will result in physical changes within the Project Area. As Lead Agency for CEQA for the preparation of the Environmental Impact Report ("EIR"), SANBAG issues this Notice of Preparation ("NOP") for the proposed Project in San Bernardino County, California. This NOP provides a description of the Project and solicits comments from responsible agencies, trustee agencies, federal, state, and local agencies and the general public, on the scope and content of the EIR. Comments received in response to this Notice will be reviewed and considered by SANBAG in preparation of the EIR. Due to time limits, as defined by CEQA, responses should be sent at the earliest possible date, but no later than December 14, 2012. SANBAG needs to know the views of interested agencies as to the environmental information that is germane to those agencies' statutory responsibilities in connection with the Project.

Comments and questions may be directed to Steve Smith, Director of Planning, SANBAG Planning Department: 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715,
Or by email to ssmith@sanbag.ca.gov

Please include in your response the name, phone number, and address of the contact person for the responding agency.

A Scoping Meeting will be held on Wednesday November 28, 2012 4-6 pm at the Southern California Association of Governments (SCAG) office 1170 West Third Street, 1st Floor, San Bernardino, CA

Oral and written comments will be accepted during the Scoping Meeting.

PROJECT BACKGROUND

In 2006, the California legislature passed Assembly Bill (AB) 32. The law establishes a limit on greenhouse gas (GHG) emissions for the state of California to reduce state-wide emissions to 1990 levels by 2020. The law directed the California Air Resources Board (CARB) to develop a plan (AB 32 Scoping Plan) that charts a path towards the GHG reduction goal using all technologically feasible and cost effective means. The AB 32 Scoping Plan recommends that California cities and counties seek to reduce their GHG emissions consistent with statewide reductions. Senate Bill (SB) 375, passed in 2008, requires regional transportation planning to promote reductions in passenger and light duty vehicle GHG emissions. In response to these initiatives, an informal project partnership, led by SANBAG, is cooperating in compiling an inventory of GHG emissions and an evaluation of reduction measures that could be adopted by the 21 Partnership cities within San Bernardino County. The 21 Partnership cities participating in this Project are Adelanto, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Victorville, Yucaipa, and Yucca Valley. Because SANBAG is leading this effort, SANBAG is the Lead Agency under CEQA. The County of San Bernardino (County) adopted a GHG Reduction Plan for unincorporated areas of San Bernardino County that includes a set of GHG inventories and reduction measures. This Project builds upon the work completed by the County with specific GHG inventories and proposed reduction measures for the 21 Partnership cities.

PROJECT DESCRIPTION

Environmental Setting

The Project is a plan for the reduction of GHG emissions within San Bernardino County. As such, the Project site includes the entire County, which occupies approximately 20,100 square miles. San Bernardino County is located within Southern California (Figure 1, Regional Location Map). The twenty-one Partnership cities are located throughout San Bernardino County (Figure 2, Project Area).

The informal partnership led by SANBAG began in January of 2010 and the GHG inventories initiated that same year. The year 2008 was chosen as the baseline year for the Project because that was the most recent year a complete data set of GHG emission sources was available at the time the inventory was initiated and was consistent with the County's baseline year. The population of the 21 Partnership cities was 1,562,363 with an employment base of 596,744 jobs and 455,595 households in 2008. Total GHG emissions, excluding stationary sources, associated with the activities of the population and jobs of all Partnership cities in 2008 were 12,858,269 metric tons of carbon dioxide equivalents (MTCO2e).

Plan Purpose, Project Goals, and Description

The Purpose of the Plan is to reduce GHG emissions within the region. To fulfill that purpose, the Partnership has committed to undertake the following actions that will reduce GHG emissions associated with its regional (or countywide) activities as a whole:

1. Prepare a current year (2008) GHG emissions inventory for each of the 21 Partnership cities in the County.

2. Prepare a future year (2020) GHG emissions forecasts for each of the cities.

3. Develop a tool for each city to develop its municipal inventory (i.e., emissions due only to the city's municipal operations and sometimes referred to as municipal inventory) and municipal reduction plan.

4. Develop GHG reduction targets and measures, and City selection of targets and measures appropriate for each jurisdiction. The GHG reduction measures provide the mechanisms that will reduce GHG emissions regionally and within each city. Note that the comprehensive list below shows all GHG reduction measures under consideration. Each city is determining for themselves which GHG reduction measures will achieve the reduction target for their jurisdiction. The Candidate GHG reduction measures under consideration by the Partnership cities include:

- Implementation of the Sustainable Community Strategy in land use design and location,
- Smart Bus Technologies for local transit,
- Energy efficiency retrofits for existing buildings,
- Energy efficient outdoor lighting for commercial and industrial uses,
- Green Building Ordinance,
- Solar installation for new housing,
- Solar installation for new commercial/industrial uses,
- Solar energy for warehouse/logistics facilities,
- Solar installation retrofits for existing housing,
- Solar installation retrofits for existing commercial/industrial uses,
- Renewable Co-generation facilities,
- Carbon sequestration through urban forestry enhancements,
- Green roofs and rooftop gardens,
- Energy efficient equipment upgrades at wastewater treatment facilities,
- Methane capture and recovery systems at wastewater treatment faculties,
- Recycled water systems,
- Voluntary CALGREEN water conservation design in new buildings,
- Water efficient retrofits of existing buildings,
- Water efficient landscaping practices,
- Construction equipment Idling Restriction Ordinance,
- Landscaping equipment efficiency,
- GHG Performance Standards for new development.

The anticipated GHG reductions of the measures being chosen by each city is quantified for year 2020 and included in the projected 2020 Reduced GHG emission inventories to demonstrate achievement of the reduction targets.

5. Develop "the basis for" community climate action plans (CAPs) for each jurisdiction meeting jurisdiction identified reduction goals.

This San Bernardino County Regional Greenhouse Gas Reduction Plan (Plan) satisfies the Partnership goals 1, 2, 4 and 5 listed above. A tool for inventorying municipal GHG emissions and planning for their reduction was developed and provided to the Partnership cities separately in 2011.

The Project Goals include:

- Determine feasible GHG reduction measures for each Partnership City that fulfill the reduction targets cost effectively;
- Provide GHG reductions that build upon and are complementary to the GHG reductions implemented by the State and County;
- Provide a collaborative planning process that accounts for and facilitates the SANBAG administered programs that will reduce GHG emissions within each of the Partnership cities;
- Provides regional support for each Partnership City in the reduction of GHG emissions;
- Provide foundational data, analysis and planning that can be used by each Partnership City in the development of their own Climate Action Plan (CAP) that fulfills the requirements of CEQA Guidelines §15183.5.

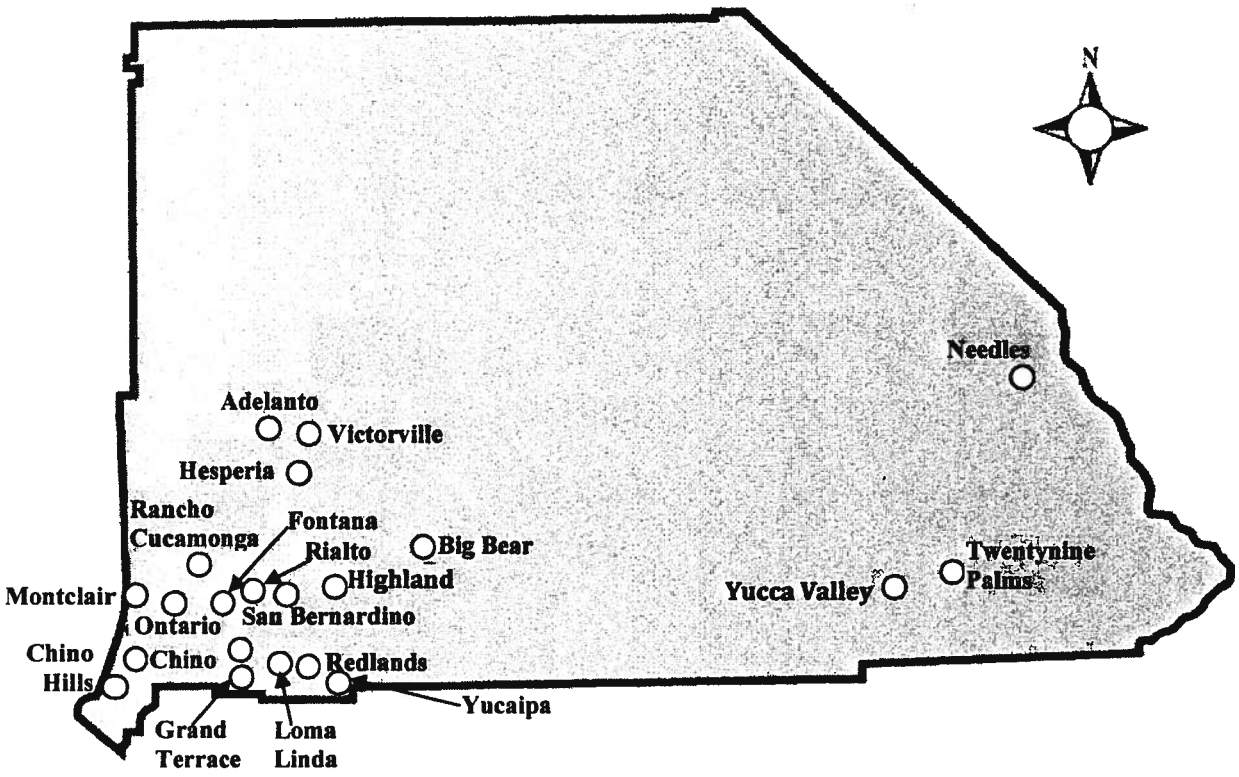
To fulfill these goals, the Project includes the actions that each city has selected in order to reduce GHG emissions, state-mandated actions, GHG emissions avoided in 2020 associated with each local and state action, and each city's predicted progress towards their selected GHG reduction goal. Within the Plan each city has its own section which details the city's 2008 GHG emissions inventory, 2020 GHG emissions forecast, reduction goal and City-selected GHG reduction strategies, and related General Plan policies or other ongoing programs in the city. The GHG reduction plans developed for each Partnership City as part of this Plan are intended to serve as a foundation upon which each individual jurisdiction may decide to develop its own customized and comprehensive climate action plan. This effort leveraged work efforts that would be common to all jurisdictions and allowed each city to select its own individual programs and policies, which differ from city to city. SANBAG anticipates that individual cities may choose to utilize the information in this document to complete and adopt their own CAPs.

Potential Environmental Impacts

SANBAG, as CEQA Lead Agency, has determined that an EIR will be required based upon preliminary review of the project and has identified the following topics to be addressed in the EIR: aesthetics, agricultural resources, air quality, biological resources, cultural resources, , geology and soils, global climate change, hazards and hazardous materials, hydrology/ water quality, land use/ planning, mineral resources, noise, population and housing, public services, recreation, traffic and circulation, and utilities and services. This determination was made without the use of an Initial Study as provided in the CEQA Guidelines Section 15060 (d) which states that "If the lead agency can determine that an EIR will be clearly required for a project, the agency may skip further initial review of the project and begin work directly on the EIR process . . .."

Figure 1 – Regional Project Location

Figure 2 – Project Area



Comment Due Date

Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than **December 14, 2012.**

Comments should be sent to:

Steve Smith, Director of Planning
SANBAG Planning Department
1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715,

Or by email to ssmith@sanbag.ca.gov

Please include in your response the name, phone number, and address of the contact person for the responding agency.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

MISSION STATEMENT

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

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

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