



## AGENDA

### Board of Directors Metro Valley Study Session

**October 10, 2013**

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

#### **Location:**

**SANBAG Offices**

***1<sup>st</sup> Floor Lobby***

**1170 W. 3<sup>rd</sup> Street**

**San Bernardino, CA 92410**

#### ***Board of Directors***

##### **Valley Representatives**

##### **Study Session Chair**

Dick Riddell, Council Member  
City of Yucaipa

##### **Study Session Vice-Chair**

Michael Tahan, Council Member  
City of Fontana

Dennis Yates, Mayor  
City of Chino

Ed Graham, Vice Mayor  
City of Chino Hills

Frank Navarro, Council Member  
City of Colton

Walt Stanckiewicz, 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**

**October 10, 2013  
9:00 a.m.**

**LOCATION:  
Santa Fe Depot  
1170 W. 3<sup>rd</sup> Street, 1<sup>st</sup> Floor Lobby, San Bernardino**

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

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

**1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Pg. 8  
Metro Valley Study Session Meeting October 10, 2013.**

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

**Consent Calendar**

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

**2. Board of Directors Metro Valley Study Session Attendance Roster Pg. 11**  
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 Pg. 13  
Construction Contracts with Pacific Financial Insurance Group, Ortiz  
Enterprises Inc., Bador Construction Company, Inc. and Skanska  
USA Civil West.**

Review and ratify change orders. Garry Cohoe

***Notes/Action***

## Discussion Calendar

### Project Delivery

**4. Major Projects Status Briefing Pg. 15**

Receive the Major Projects Status Briefing **Garry Cohoe**

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

**5. North Vineyard and South Milliken Grade Separation Projects Pg. 17**

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 Project Funding Agreement No. C14059 in the amount of \$585,000 with the City of Ontario for the South Milliken Grade Separation Project Plans, Specifications and Estimate Phase utilizing a Measure I Valley Major Street Bond Fund contribution of \$468,000 and a contract duration through 6/30/2015.
2. Approve Amendment No. 1 to Project Funding Agreement No. C11167 with the City of Ontario for Right of Way services for the South Milliken Grade Separation Project to increase the contract by \$1,000,000 for a revised contract total of \$6,221,000; increase the Measure I Valley Major Street Bond Fund contribution by \$800,000 for a total contribution of \$4,976,800; and extend the contract duration through 6/30/2016.
3. Approve Amendment No. 1 to Project Funding Agreement No. C10094 with the City of Ontario for the North Vineyard Grade Separation Project Plans, Specifications and Estimate services to increase the contract by \$650,000 for a revised total of \$3,695,000 and increase the Measure I Valley Major Street Bond Fund contribution by \$520,000 for a total contribution of \$2,956,000.
4. Approve Amendment No. 1 to Project Funding Agreement No. C11168 with the City of Ontario for Right of Way services for the North Vineyard Grade Separation Project to increase the contract by \$240,000 for a revised contract total of \$840,000; increase the Measure I Valley Major Street Bond Fund contribution by \$192,000 for a total contribution of \$672,000; and extend the contract duration to 6/30/2016. **Paula Beauchamp**

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

**Discussion Items Continued.....****Project Delivery (Cont).****6. Interstate 10 (I-10)/Tippecanoe Phase 2 Interchange Right-of-Way Pg. 51**

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:

Approve Amendment No. 4 to Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange right-of-way, increasing the right-of-way support costs by \$500,000 with Surface Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, and correcting minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program, for a net increase of \$240,005, for a total right-of-way and right-of-way support cost of \$35,140,005. **Paula Beauchamp**

**This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. General Counsel has reviewed this item and approved the Amendment No. 4 as to form.**

**7. I-15 Base Line Road Interchange Project Pg. 60****As noted in the Special Notice to the Board of Directors**

**That a quorum of the Board of Directors, acting as the San Bernardino County Transportation Commission:**

1. Find it is in the best interests of the San Bernardino County Transportation Commission to take final action on this item at this Metro Valley Study Session;
2. Take final binding action at this Metro Valley Study Session approving Construction Cooperative Agreement Contract C13148 between the State of California, acting through its Department of Transportation (CALTRANS), the City of Rancho Cucamonga (CITY), and San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission (SANBAG), substantially in the form attached; and
3. Authorize the Executive Director to execute the final agreement after approval as to form by General Counsel. **Paula Beauchamp**

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

**Discussion Items Continued.....****Transportation Fund Administration****8. State Route 60 Central Avenue Interchange Memorandum of Pg. 92 Understanding**

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. C14017 with the City of Chino for the development of the State Route 60 Central 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. This item and a draft of the MOU have been reviewed by Contract Administrator and General Counsel.**

**9. Request for Cooperative Work Agreement from California Pg. 101 Department of Finance**

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 Commission, at a regularly scheduled Board meeting:

1. Approve request for a Cooperative Work Agreement from the California Department of Finance to extend the budget authority lapse date for two years on the following project funds:

- I-215 Segment 1 & 2 Construction phase: \$21,188,834 in various Federal fund sources.
- Rideshare activities within the South Coast Air Basin in San Bernardino County: \$222,838 in Congestion Mitigation and Air Quality funds.

2. Authorize Executive Director to execute final Cooperative Work Agreement and submit to the Department of Finance for approval.

**Philip Chu**

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

**Regional/Subregional Planning**

10. **San Bernardino County Regional Greenhouse Gas Inventory and Pg. 103  
Reduction Plan and Environmental Impact Report (EIR)**

Receive a report on the Building Industry Association's request for delay in the release of the EIR for the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and provide direction to staff.  
**Steve Smith**

**This item is also scheduled for review by the Mountain/Desert Policy Committee on October 18, 2013.**

**Public Comments**

**Additional Items from Committee Members**

**Director's Comments**

**Brief Comments by General Public**

**Additional Information**

**Acronym Listing**

**Pg. 108**

**ADJOURNMENT TO:**

**Board of Directors Workshop  
I-10 and I-15 Corridor Improvement Projects**

**October 10, 2013**

**\*\*\* Immediately Following Board Metro Valley Study Session \*\*\***

**Location:  
SANBAG Offices  
1<sup>st</sup> Floor Lobby  
1170 W. 3<sup>rd</sup> Street  
San Bernardino, CA 92410**

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

Complete packages of this agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> 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. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

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

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

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

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

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

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

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

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*



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

**Minute Action**

AGENDA ITEM     1    

**Date:** October 10, 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	C12146	Pacific Restoration Group for Pacific Financial Insurance Group <i>John Richards</i>	Cal-Stripe Crosstown Electrical MSL Electric
3-B	C12196	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All American Asphalt

\*

*Approved*  
 Board Metro Valley Study Session

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.  
 MVSS1310z-gc

3-B (cont.)	C12196		<p>CGO Construction Co.          Chrisp Company          Cindy Trump Inc. DBA Lindy's          Cold Planing          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 &amp; Signs</p>
3-C	C10190	<p>Beador Construction Company, Inc.  <i>David Beador</i></p>	<p>Cooper Engineering          Cal-Stripe, Inc.          CGO Construction          Bay Area Drill          Golden State Boring          United Steel Placers          Diversified Landscape          DC Hubbs          Competitive Edge Electrical          Murphy Industrial Coatings          Sun Quest General Engineering          V-Ditch Construction</p>

3-D	C11184	Skanska USA Civil West <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
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**Financial Impact:** This item has no direct impact on the SANBAG budget.

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

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013**

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

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

MVSSatt13 Shaded box = No meeting

**BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD - 2013**

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



- 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:** October 10, 2013

**Subject:** Construction Contract Change Orders to on-going SANBAG Construction Contracts with Pacific Financial Insurance Group, Ortiz Enterprises Inc., Beador Construction Company, Inc. and Skanska USA Civil West.

**Recommendation:**\* Review and ratify change orders.

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

- A. Contract Number C12146 with Pacific Financial Insurance Group for construction of the I-10 Riverside Avenue Landscaping project: CCO No 8 (\$29,500.33 increase for modifications to existing striping on Riverside Avenue required as part of the project acceptance of the preceding bridge replacement project).
- B. CN C12196 with Ortiz Enterprises, Inc. for the construction of the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 15 Supplements 3 and 4 (\$73,170.00 and 10,000.00 increase; Supplement 3 for Time Related Overhead related to time extension of 27 working days and Supplement 4 for additional Storm Water Pollution Control measures) and CCO No. 27 (\$25,000.00 increase to compensate contractor for removal of unacceptable embankment material and replacement with Class 2 Aggregate Sub-base material under planned roadway improvements).

*Approved*  
 Board Metro Valley Study Session

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

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

MVSS1310a-tjk

- C. CN C10190 with Beador Construction Company, Inc. for construction of the I-10 West Bound Lane Addition project: CCO No. 47 (No cost/no credit non-compensable time extension of 25 working days to project completion due to concurrent delay by contractor for punch list items and completion of change order work.).
- D. CN C11184 with Skanska USA Civil West for the construction of the Hunts Lane Grade Separation project: CCO No. 27 (\$18,462.00 increase for drainage modifications to prevent surface drainage from flowing onto UPRR right of way) and CCO No. 28 Supplement 1 (\$7,000.00 increase for payment for installation of waterproofing material on top of the emergency access structure).

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

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

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 4

**Date:** October 10, 2013

**Subject:** Major Projects Status Briefing

**Recommendation:\*** Receive the Major Projects Status Briefing

**Background:** The Major Projects Status Briefing for the period through July, 2013, is a high level summary of relevant project information. SANBAG staff would like to highlight the following projects for this period.

**1. Interstate 10 Westbound Lane Addition Project:** Construction is substantially complete on this lane addition project which adds a new general use lane on westbound Interstate 10 from the Live Oak Canyon Interchange to Ford Street in the Cities of Redlands and Yucaipa. The \$27 million project also includes widening of the Yucaipa Boulevard westbound on-ramp and ramp metering along with a large retaining wall, median improvements and concrete slope protection and storm water pollution prevention measures. A ribbon cutting ceremony was held on June 14, 2013.

**2. I-15/I-215 Devore Interchange Reconstruction Project:** A groundbreaking ceremony was held on June 28, 2013 for this \$324 million project. The project will reconfigure the interchange providing new general purpose lanes through the interchange in the northbound direction, added truck bypass lanes in each direction, reconfigured ramps at the adjacent interchanges,

\*

*Approved*

*Board Metro Valley Study Session*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

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

MVSS1310c-ds

and reconnect Cajon Boulevard through the interchange. Construction is anticipated to be substantially complete in mid-2016.

**3. Laurel Street Grade Separation Project:** This project received nearly \$12 million in Trade Corridor Improvement Funds at the June California Transportation Commission meeting and is now being advertised for construction. This \$60 million project will grade separate existing Laurel Street and six BNSF Railway tracks by building a bridge for the tracks over a depressed Laurel Street. It is anticipated a construction contract will be awarded at the September, 2013 Board meeting and construction will start later this fall.

***Financial Impact:*** No financial impact, information only.

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

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery



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

***Minute Action***

AGENDA ITEM: 5

**Date:** October 10, 2013

**Subject:** North Vineyard and South Milliken Grade Separation Projects

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

1. Approve Project Funding Agreement No. C14059 in the amount of \$585,000 with the City of Ontario for the South Milliken Grade Separation Project Plans, Specifications and Estimate Phase utilizing a Measure I Valley Major Street Bond Fund contribution of \$468,000 and a contract duration through 6/30/2015.
2. Approve Amendment No. 1 to Project Funding Agreement No. C11167 with the City of Ontario for Right-of-Way services for the South Milliken Grade Separation Project to increase the contract by \$1,000,000 for a revised contract total of \$6,221,000; increase the Measure I Valley Major Street Bond Fund contribution by \$800,000 for a total contribution of \$4,976,800; and extend the contract duration through 6/30/2016.
3. Approve Amendment No. 1 to Project Funding Agreement No. C10094 with the City of Ontario for the North Vineyard Grade Separation Project Plans,

\*

	<p><i>Approved</i>                  Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	---

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

MVSS1310d-mkb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C14059.doc>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C11167 01.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C10094 01.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C11168 01.docx>

Specifications and Estimate services to increase the contract by \$650,000 for a revised total of \$3,695,000 and increase the Measure I Valley Major Street Bond Fund contribution by \$520,000 for a total contribution of \$2,956,000.

4. Approve Amendment No. 1 to Project Funding Agreement No. C11168 with the City of Ontario for Right-of-Way services for the North Vineyard Grade Separation Project to increase the contract by \$240,000 for a revised contract total of \$840,000; increase the Measure I Valley Major Street Bond Fund contribution by \$192,000 for a total contribution of \$672,000; and extend the contract duration to 6/30/2016.

***Background:***

**Approve one new Agreement and amend three existing Agreements.** Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route-60 and Interstate-10. This project proposes to separate the existing at-grade Union Pacific railroad crossing at the South Milliken Avenue location just north of Mission Boulevard. Similarly, Vineyard Avenue is a north/south corridor running from north of Ontario International Airport to Interstate-10 and is part of the Ontario Foreign Trade Zone No. 50-1. Separating the railroad crossing from Vineyard Avenue which is a key location along the Alameda Corridor East is the subject matter of some of these agreements.

On June 4, 2008, the San Bernardino Associated Governments (SANBAG) Board of Directors (Board) approved Cooperative Agreements with the City of Ontario for funding Project Approval and Environmental Document (PA&ED) Services for South Milliken Avenue and Vineyard Avenue projects, Contract Nos. C08192 and C08194, respectively. The agreements provide that SANBAG and the City will share in the funding responsibility with SANBAG contributing eighty percent (80%) and the City of Ontario contributing twenty percent (20%) and the City of Ontario serving as the lead agency.

In June 2010, the Board approved Cooperative Agreement Nos. C10093 (Milliken) and C10094 (Vineyard) for funding of the Plans, Specifications and Estimate (PS&E) phase. May 2011, the Board approved Milliken Agreement No. C11167 and August 2011, approved Vineyard Agreement No. C11168 to fund the right-of-way (ROW) phase of the projects.

**Recommendation Nos. 1 and 2:** The Funding Agreement C10093, as amended, in the amount of \$4,745,000 for the S. Milliken Grade Separation PS&E phase expired on June 30, 2013, however, the tasks necessary for this phase have not been completed. The City notified SANBAG of an increase to the project cost and duration and provided backup materials. On this basis, funding Agreement C14059 was developed to provide \$585,000 of additional funding to complete the PS&E tasks and establishes a new period of performance retroactive to

January 1, 2013, to address the additional work PS&E that was being performed in order to keep the project on schedule.

In addition, Milliken Project ROW funding is insufficient to complete the ROW phase. Additional funding is required to cover coordination with Southern California Edison (SCE) and revise structural designs to accommodate SCE pole realignment. This effort will serve to minimize ROW acquisition needs and avoid goodwill issues and the associated costs.

Both projects have an increase to the ROW phase due to unplanned right-of-way certification verification. The Milliken and Vineyard Projects are off-system, meaning that they are not part of the State Highway System and use no federal funds. Off-system and non-federalized projects do not require the use of Caltrans ROW format. However, to secure Trade Corridors Improvement Fund (TCIF) and State Local Partnership Program (SLPP) funding, California Transportation Commission (CTC) recently delegated oversight responsibility to Caltrans for verification of certification completeness prior to funding allocation. To facilitate the review and verification, the Caltrans format was adopted for these programs. The format change delayed delivery of the ROW certificate and increased preparation costs for both projects. Below the tables show the S. Milliken funding summaries for both PS&E and ROW with Nexus Study Local and Public Shares quantified.

<b>Recommendation No. 1</b>			
<b>S. Milliken PS&amp;E Funding Summary</b>			
<b>Task 0876; Agreements C10093 and C14059</b>			
	<b>City 20%</b>	<b>Measure I 80%</b>	<b>Total</b>
C10093 & C1009301	949,000	3,796,000	4,745,000
C14059	117,000	468,000	585,000
<b>Total</b>	<b>\$1,066,000</b>	<b>\$4,264,000</b>	<b>\$5,330,000</b>

<b>Recommendation No. 2</b>			
<b>0876 S. Milliken ROW Funding Summary</b>			
<b>Task 0876; Agreement C11167</b>			
<b>Amendment</b>	<b>City 20%</b>	<b>Measure I 80%</b>	<b>Total</b>
Base	1,044,200	4,176,800	5,221,000
Amendment 1	200,000	800,000	1,000,000
<b>Total</b>	<b>\$1,244,200</b>	<b>\$4,976,800</b>	<b>\$6,221,000</b>

**Recommendations Nos. 3 and 4:** On the N. Vineyard project, additional PS&E efforts are required to accommodate a second shoofly design for the railroad. Increases to the ROW funding needs are due to the ROW verification discussed above and the added efforts necessary to acquire Los Angeles World Airports (LAWA) right-of-way on the Ontario airport property. Below the tables show the N. Vineyard project funding summaries for both PS&E and ROW with Nexus Study Local and Public Shares quantified.

<b>Recommendation No. 3</b>			
<b>N. Vineyard PS&amp;E Funding Summary</b>			
<b>Task 0877 Contract C10094</b>			
<b>Contract</b>	<b>City 20%</b>	<b>Measure I 80%</b>	<b>Total</b>
Base	609,000	2,436,000	3,045,000
Amendment 1	130,000	520,000	650,000
<b>Total</b>	<b>\$739,000</b>	<b>\$2,956,000</b>	<b>\$3,695,000</b>

<b>Recommendation No. 4</b>			
<b>N. Vineyard ROW Funding Summary</b>			
<b>Task 0877; Contract C11168</b>			
<b>Phase</b>	<b>City 20%</b>	<b>Measure I 80%</b>	<b>Total</b>
Base	120,000	480,000	600,000
Amendment 1	48,000	192,000	240,000
<b>Total</b>	<b>\$168,000</b>	<b>\$672,000</b>	<b>\$840,000</b>

In an effort to finalize the design and right-of-way phases of the S. Milliken and N. Vineyard Grade Separation projects, staff is requesting that members of the Metro Valley Study Session recommend to the Board for approval of all four recommendations of this staff report.

**Financial Impact:** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task Nos. 0876 and 0877. The funding sources are Measure I Valley Major Street Bond Fund and Local Funds (City).

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

**Responsible Staff:** Paula Beauchamp, Project Delivery Manager



## CONTRACT SUMMARY SHEET

Contract No. C 14059 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Complete Plans Specifications and Estimate for S. Milliken Grade Sep Project

<b>Board of Director's Meeting Date:</b> November 6, 2013	
<b>Overview of BOD Action:</b> Approve Agreement to add funding to the South Milliken Grade Separation Project PS&E Phase	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	488,000	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$	0	Contingency Amendment
			\$
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>488,000</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 488,000</b>

Contract Start Date 11/7/2013	Current Contract Expiration Date 6/30/2015	Revised Contract Expiration Date
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain.		
Contract extended to include additional Right of Way Support for SCE Easements		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0876</u> .	
A Budget Amendment is required.	
How are we funding current FY? : Measure I Valley Major Street Bond Fund	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Fund. Does not include City contribution of 20%. See Previous Agreement No. C14059.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Mary Brown _____ Project Manager (Print Name)	 Signature	9/12/13 _____ Date
_____ Task Manager (Print Name)	 Signature	9/17/13 _____ Date
_____ Dir. of Fund Admin. & Programming (Print Name)	 Signature	9/18/13 _____ Date
_____ Contract Administrator (Print Name)	 Signature	9/20/13 _____ Date
_____ Chief Financial Officer (Print Name)	 Signature	9/27/13 _____ Date

**PROJECT FUNDING AGREEMENT NO. C14059**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ONTARIO**

**FOR**

**PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE SOUTH  
MILLIKEN AVENUE AND UNION PACIFIC RAILROAD GRADE  
SEPARATION PROJECT**

This AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

**WHEREAS**, the Measure I 2010-2040 Expenditure Plan, the SANBAG Nexus Study, and planning conducted by the Valley subarea identified freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

**WHEREAS**, the South Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT") is identified in the Measure I 2010-2040 Expenditure Plan, is included in the SANBAG Nexus Study, and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

**WHEREAS**, CITY is the lead agency for the PS&E Phase of the PROJECT; and

**WHEREAS**, SANBAG and CITY, previously executed Project Funding Agreement No. C10093 (C10093), dated June 2, 2010, amended in February 2013, and expired June 30, 2013, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the Project; and

**WHEREAS**, most but not all of the PS&E Services for the Project were completed, invoiced and reimbursed pursuant to C10093 and its amendment prior to its expiration,

but the final bid documents were not prepared due to the necessity of additional PS&E work identified by CITY; and

**WHEREAS**, CITY has identified \$585,000 of additional PS&E costs due to additional necessary PS&E services associated with obtaining the California Transportation Commission Right of Way Certificate and design impacts due to Southern California Edison easement requirements; and

**WHEREAS**, in order to complete the PS&E Services as described in C10093 and to perform additional necessary PS&E Services, the Parties desire to enter into this AGREEMENT; and

**WHEREAS**, Parties are entering into this Agreement with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures with Measure I 2010-2040 funds for PS&E costs not previously reimbursed under C10093.

**NOW, THEREFORE**, SANBAG and CITY agree to the following:

### SECTION I

#### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A, PS&E Services Detail, and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$468,000, which represents 80% of estimated costs for the PROJECT as stated in Attachment B, Summary of Project Costs. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and CITY.
2. To reimburse CITY, subject to Article 1 of this Section I, on a monthly basis and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information.
3. To rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.
2. To abide by all SANBAG, State and, if applicable, Federal policies, regulations, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT in the Measure I 2010-2040 Strategic Plan.
3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A. CITY further agrees and understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not described in the PROJECT-specific work activities.
4. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse undisputed moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. That the 20% share of funding for which CITY is responsible will come from CITY's development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program – CMP) and Appendix J of the CMP or from a loan of funds to the CITY's development impact fee account.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.

7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation (based on an approved indirect cost allocation plan), and other allowable expenditures by CITY.
8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To include SANBAG in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to SANBAG.
11. To post signs when PROJECT begins construction on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and CITY of Ontario.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A and Attachment B.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees

from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

4. Neither CITY nor any officer or employee thereof is responsible for any injury damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully, defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by SANBAG under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
5. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness as are now outstanding or as may hereafter be issued by SANBAG.
6. This Agreement shall terminate on the earlier of June 30, 2015, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of SANBAG and CITY.
7. That the terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
8. The Recitals are incorporated into and made a part of this AGREEMENT.
9. Attachment A and Attachment B are incorporated into this AGREEMENT by this reference.
10. The Effective Date of this AGREEMENT is January 1, 2013.

**SIGNATURES ON FOLLOWING PAGE:**

**IN WITNESS WHEREOF**, this AGREEMENT has been executed by the Parties on the dates below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF ONTARIO**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

By: \_\_\_\_\_  
Chris Hughes  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
John Brown  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE BY:**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**Attachment A**  
**Agreement No. C14059**  
**South Milliken Avenue Grade Separation**  
**Plans, Specifications and Estimates Services Detail**

**PS&E Services:**

Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario.

**Additional PS&E Services:**

Additional PS&E services were necessary to address the Caltrans Right of Way Certification requirement and coordination with Southern California Edison (SCE). City staff and their Consultant team worked closely with SCE staff to develop an alternate transmission relocation design which would eliminate impactful easements on private property.

**The following lists the additional PS&E services that increase the PS&E costs.**

1. Additional coordination and duration extension of PS&E contract. Additional design coordination for Caltrans Right of Way Certification, additional meetings and exhibits to finalize the Union Pacific Railroad Construction and Maintenance Agreement, and preparation of legal descriptions and plats for SCE Easements on private property.
2. Additional design effort to coordinate with SCE engineers on the transmission pole relocation design, re-design the plans to accommodate the SCE transmission poles within the sidewalk/parkway area of the newly elevated Milliken Avenue, and preparation of additional legal descriptions and plats for revised SCE Easements on private property
3. Additional plan check and constructability review services as a result of supplementary PS&E submittals.

**Attachment B**

**South Milliken Avenue Grade Separation  
Plans, Specifications and Estimates Services  
Summary of Project Costs for  
Project Funding Agreement C14059**

	<b>City 20%</b>	<b>Measure I 80%</b>	<b>Total</b>
<b>C14059</b>	<b>\$117,000</b>	<b>\$468,000</b>	<b>\$585,000</b>

## CONTRACT SUMMARY SHEET

Contract No. C 11167 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Right of Way for South Milliken Grade Separation Project

**Board of Director's Meeting Date:** November 6, 2013  
**Overview of BOD Action:** Approve amendment 1 to add funding to the South Milliken Grade Separation Project ROW Phase

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$	4,176,800	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	4,176,800	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$	800,000	Contingency Amendment
			\$
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>4,976,800</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 4,976,800</b>

Contract Start Date 7/5/2011	Current Contract Expiration Date 6/30/2014	Revised Contract Expiration Date 6/30/2016
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract extended to include additional Right of Way Requirements and Easements for SCE		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0876</u> .	
<input checked="" type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? : Measure I Valley Major Street Bond Fund	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Fund. Does not include City contribution of 20%.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Mary Brown  
 \_\_\_\_\_  
 Project Manager (Print Name)  
 Garry Colwe  
 \_\_\_\_\_  
 Task Manager (Print Name)  
 Andrea Zureick  
 \_\_\_\_\_  
 Dir. of Fund Admin. & Programming (Print Name)  
 Jeffery Hill  
 \_\_\_\_\_  
 Contract Administrator (Print Name)  
 W. STANKSIC  
 \_\_\_\_\_  
 Chief Financial Officer (Print Name)

Mary Brown 8/20/13  
 \_\_\_\_\_  
 Signature Date  
 Garry Colwe 9-4-13  
 \_\_\_\_\_  
 Signature Date  
 Andrea Zureick 9/4/13  
 \_\_\_\_\_  
 Signature Date  
 Jeffery Hill 9/5/13  
 \_\_\_\_\_  
 Signature Date  
 W. STANKSIC 9/18/13  
 \_\_\_\_\_  
 Signature Date

**AMENDMENT NO. 1 TO**

**CONTRACT NO. C11167**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ONTARIO**

**FOR**

**RIGHT OF WAY SERVICES FOR THE SOUTH MILLIKEN AVENUE AND UNION  
PACIFIC RAILROAD GRADE SEPARATION PROJECT**

This AMENDMENT No. 1 to Project Funding Agreement No. C11167 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "AUTHORITY"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

**WHEREAS**, AUTHORITY and CITY, previously executed Project Funding Agreement No. C11167, dated July 5, 2011, to jointly fund the Right of Way (ROW) Services for the South Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project in the City of Ontario (hereinafter referred to as "PROJECT"); and

**WHEREAS**, the estimated cost of PROJECT has increased by \$1,000,000 due to additional ROW appraisal services for Southern California Edison and Union Pacific Railroad properties associated with obtaining the California Transportation Commission Right of Way Certificate and Union Pacific Railroad and Southern California Edison required easements; and

**WHEREAS**, AUTHORITY's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in AUTHORITY's share by \$800,000 and result in a total AUTHORITY contribution of \$4,976,800; and

**WHEREAS**, Section I, Article I of the AGREEMENT specifies that AUTHORITY's share of the cost of the PROJECT shall not exceed \$4,176,800 unless AUTHORITY and CITY execute an amendment to the AGREEMENT; and

**WHEREAS, AUTHORITY and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional ROW services needed for the PROJECT, as identified in Attachment A.1 to the AMENDMENT No. 1.**

**NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:**

1. **SECTION 1, Article 1 is deleted and replaced the following:**

**“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1 to this Agreement and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed Four Million Nine Hundred Seventy-Six Thousand Eight Hundred Dollars (\$4,976,800), which represents 80% of the revised estimated cost for the PROJECT ROW Work as stated in Attachment B.1. This reimbursement amount may be amended by mutual written amendment of this Agreement between AUTHORITY and CITY.”**

2. **Delete the first sentence of SECTION II, Article 2 and replace with the following:**

**“Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities,, as set forth in Attachment A and Attachment A.1, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.”**

3. **Delete SECTION II, Article 4 and replace with the following:**

**“To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses and specific activities described in Attachment A and Attachment A.1. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are not included in the PROJECT-specific ROW Work described in Attachment A and Attachment A.1.”**

4. **Delete SECTION II, Article 6 and replace with the following:**

**“That the 20% share of funding as stated in Attachment B.1 for which CITY is responsible will come from CITY’s development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program–CMP) and Appendix J of the CMP or from a loan of funds to the CITY’s development impact fee account.”**

5. **Delete SECTION III, Article 1 and replace with the following:**

**“AUTHORITY’s financial responsibility shall not exceed Four Million Nine Hundred Seventy-Six Thousand Eight Hundred Dollars (\$4,976,800), which is 80% of eligible expenditures as listed in Attachment B.1.”**

**6. Delete the SECTION III, Article 5 and replace with the following:**

**“This Agreement shall terminate on the earlier of June 30, 2016, or upon reimbursement of all eligible costs by AUTHORITY, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of AUTHORITY and CITY.**

**7. Attachment A.1 is attached to and incorporated into this AMENDMENT No. 1.**

**8. Delete Attachment B and replace with Attachment B.1, attached to and incorporated into this AMENDMENT No. 1.**

**9. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.**

**10. The AGREEMENT is incorporated into this AMENDMENT No. 1.**

**11. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.**

**12. The Effective Date of this AMENDMENT No. 1 to AGREEMENT is the date is it approved and signed by both AUTHORITY and CITY.**

**IN WITNESS WHEREOF, this AMENDMENT No. 1 has been executed by the Parties hereto and is effective on the date signed by AUTHORITY.**

**SIGNATURES ON FOLLOWING PAGE:**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF ONTARIO**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

By: \_\_\_\_\_  
Chris Hughes  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
John Brown  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONCURRENCE BY:

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**Attachment A.1 (Amendment No. 1)  
South Milliken Avenue Grade Separation  
Right of Way Services  
Amendment Detail**

**Proposed Project Work:**

Right of Way services for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario as more fully described in Agreement Attachment A.

**Additional ROW Services:**

Additional services were necessary to address the Caltrans Right of Way Certification requirement, obtaining Southern California Edison (SCE) easements, and additional attorney fees and litigation costs. City staff and their Consultant team worked closely with SCE staff to develop an alternate transmission relocation design which would eliminate impactful easements on private property.

**The following list the additional ROW services increasing the cost by \$1,000,000**

- |  |                   |
|--|-------------------|
| 1. Additional acquisition and eminent domain support.  | <b>\$ 46,300</b>  |
| 2. Additional coordination for Caltrans Right of Way Certification, additional meetings with City, AUTHORITY and Caltrans staff, and preparation of Right of Way Certification binders       | <b>\$ 27,700</b>  |
| 3. Acquisition, negotiations, project management, title clearance services, escrow coordination and eminent domain support for the acquisition of SCE utility easement requirements.         | <b>\$ 58,995</b>  |
| 4. Acquisition, negotiations, project management, title clearance services, escrow coordination and eminent domain support for the acquisition of revised SCE utility easement requirements. | <b>\$ 100,000</b> |
| 5. Additional attorney fees and litigation costs. Seven (7) properties remain outstanding with three (3) of these anticipated to go to trial.  | <b>\$ 765,000</b> |

**Summary of Project Schedule (Estimate):**

Begin PS&E July 5, 2011

End PS&E Phase: (June 30, 2016)

**Attachment B.1 (Amendment No. 1)  
South Milliken Avenue Grade Separation  
Right of Way Services  
Summary of Project Costs**

Right of Way Services	\$5,221,000.00
Amendment No. 1	<u>\$1,000,000.00</u>
Total ROW Services	\$6,221,000.00
AUTHORITY Share	\$4,176,800.00
Amendment No. 1	<u>\$ 800,000.00</u>
Total AUTHORITY Share (80%)	\$4,976,800.00
City of Ontario Share	\$1,044,200.00
Amendment No. 1	<u>\$ 200,000.00</u>
Total City of Ontario Share (20%)	\$1,244,200.00



## CONTRACT SUMMARY SHEET

Contract No. C 10094 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Plans, Specifications and Estimates for North Vineyard Grade Separation Project

<b>Board of Director's Meeting Date:</b> November 6, 2013	
<b>Overview of BOD Action:</b> Approve amendment 1 to add funding to the North Vineyard Grade Separation Project PS&E Phase	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,436,000	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,436,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	520,000	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>2,956,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 2,956,000</b>

Contract Start Date 6/2/2010	Current Contract Expiration Date 6/02/2015	Revised Contract Expiration Date
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract extended to include additional Right of Way Requirements and Easements for SCE and LAWA		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>Q87Z</u> . A Budget Amendment is required.					
How are we funding current FY? : Measure I Valley Major Street Bond Fund					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Funds. Does not include City contribution of 20%.					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Mary Brown

Project Manager (Print Name)  
Mike Barnum for Gary Choc

Task Manager (Print Name)  
Andrea Zureick

Dir. of Fund Admin. & Programming (Print Name)  
Jeffery Hill

Contract Administrator (Print Name)  
W STAWARSKI

Chief Financial Officer (Print Name)

<u>Mary Brown</u>	9/15/13
Signature	Date
<u>[Signature]</u>	9/17/13
Signature	Date
<u>Andrea Zureick</u>	9/18/13
Signature	Date
<u>[Signature]</u>	9/20/13
Signature	Date
<u>[Signature]</u>	9/22/13
Signature	Date

**AMENDMENT NO. 1 TO**

**CONTRACT NO. C10094**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ONTARIO**

**FOR**

**PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE NORTH VINEYARD AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT**

This AMENDMENT No. 1 to Project Funding Agreement No. C10094 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

**WHEREAS**, SANBAG and CITY, previously executed Project Funding Agreement No. C10094, dated June 2, 2010, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the N. Vineyard Avenue and Union Pacific Railroad Alhambra Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT"); and

**WHEREAS**, the estimated cost of PROJECT has increased by \$650,000 due to additional necessary PS&E services associated with obtaining the California Transportation Commission Right of Way Certificate and design impacts due to Southern California Edison easement requirements; and

**WHEREAS**, SANBAG's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in SANBAG's share by \$520,000 and result in a total SANBAG contribution of \$2,956,000; and

**WHEREAS**, Section I, Article I of the AGREEMENT specifies that SANBAG's share of the cost of the PROJECT shall not exceed \$2,956,000 unless SANBAG and CITY execute an amendment to the AGREEMENT; and

**WHEREAS, SANBAG and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional PS&E services needed for the PROJECT, as identified in Attachment A-1 to the AMENDMENT No. 1.**

**NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:**

1. **SECTION I, Article 1 of the AGREEMENT is deleted and replaced with the following:**

**“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A.1 to this Agreement as as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$2,956,000, which represents 80% of the revised estimated costs for the PROJECT as stated in Attachment B—Summary of Project Costs.”**

2. **The first sentence of SECTION II, Article 1 of the AGREEMENT is deleted and replaced with the following:**

**“Subject to Article I of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A.1 to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.”**

3. **The first sentence of SECTION II, Article 3 of the AGREEMENT is deleted and replaced with the following:**

**“To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A.1.”**

4. **SECTION III, Article 1 of the AGREEMENT is deleted and replaced with the following:**

**“SANBAG’s financial responsibility shall not exceed 80% of eligible expenditures as listed in Attachment A.1 and Attachment B.”**

5. **The first sentence of SECTION III, Article 5 of the AGREEMENT is deleted and replaced with the following:**

**“This Agreement shall terminate on the earlier to occur of June 2, 2015, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of SANBAG and CITY.”**

6. Attachment A to the AGREEMENT is deleted and replaced with Attachment A.1. Attachment A.1 and Attachment B, are attached to and incorporated into this AMENDMENT No. 1.
7. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.
8. The AGREEMENT is incorporated into this AMENDMENT No. 1.
9. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.
10. The Effective Date of this AMENDMENT No. 1 is the date is it approved and signed by SANBAG.

**IN WITNESS WHEREOF**, this Amendment No. 1 has been executed by the Parties on the dates below.

**SIGNATURES ON FOLLOWING PAGE:**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF ONTARIO**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

By: \_\_\_\_\_  
Chris Hughes  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
John Brown  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE BY:**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**Attachment A.1 (Amendment No. 1)  
North Vineyard Avenue Grade Separation  
Plans, Specifications and Estimates Services  
Amendment Detail**

**Proposed Project Work:**

Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at N. Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario.  
Original PS&E services cost: **\$3,045,000**

**Additional PS&E Services:**

The following additional PS&E services are necessary to address various design changes and the Caltrans Right of Way Certification requirement increasing costs by a total of: **\$650,000**

1. Various Design Changes: **\$381,314**
  - a. Additional design work to modify the bridge design from a 4-span structure to a 2-span structure.
  - b. Additional design work to eliminate the Union Pacific Railroad universal crossovers.
  - c. Design of a new overhead sign structure.
  - d. Regulatory Permitting to process permit applications under 33 U.S.C. 408 and Sections 401 and 404 of the Clean Water Act and the California Fish and Game Code Section 1600 et seq.
  - e. Preparation of additional legal descriptions and plats.
2. Modification of railroad plans from a double shoofly to a single shoofly. **\$ 80,430**
3. Additional design coordination for Caltrans Right of Way Certification and preparation of building demolition plans on LAWA property. **\$137,685**
4. Additional plan check and constructability review services as a result of supplementary PS&E submittals. **\$ 46,742**

**Summary of Project Schedule (Estimate):**

Begin PS&E Phase: June 2, 2010

End PS&E Phase: (June 2, 2015)

**Attachment B (Amendment No. 1)  
North Vineyard Avenue Grade Separation  
Plans, Specifications and Estimates Services  
Summary of Project Costs**

PS&E Services	\$3,045,000.00
Amendment No. 1 PS&E Services	<u>\$ 650,000.00</u>
Total PS&E Services	\$3,695,000.00
SANBAG Share	\$2,436,000.00
Amendment No. 1 Share	<u>\$ 520,000.00</u>
Total SANBAG Share (80%)	\$2,956,000.00
City of Ontario Share	\$ 609,000.00
Amendment No. 1 Share	<u>\$ 130,000.00</u>
Total City of Ontario Share (20%)	\$ 739,000.00



## CONTRACT SUMMARY SHEET

Contract No. C 11168 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Right of Way for North Vineyard Grade Separation Project

<b>Board of Director's Meeting Date:</b> November 6, 2013	
<b>Overview of BOD Action:</b> Approve amendment 1 to add funding to the North Vineyard Grade Separation Project Right of Way Services	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	480,000	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	480,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	192,000	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>672,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 672,000</b>

Contract Start Date 8/3/2011	Current Contract Expiration Date 6/30/2014	Revised Contract Expiration Date 8/30/2016
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain.		
Contract extended to include additional Right of Way Requirements and Easements for UPRR and LAWA		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0876</u> .					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? : Measure I Valley Major Street Bond Fund					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Fund. Does not include City contribution of 20%.					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

<p>Mary Brown</p> <p>Project Manager (Print Name) _____</p> <p><i>Garry Colton</i></p> <p>Task Manager (Print Name) _____</p> <p><i>Andrea Turcotte</i></p> <p>Dir. of Fund Admin. &amp; Programming (Print Name) _____</p> <p><i>Jeffery Hill</i></p> <p>Contract Administrator (Print Name) _____</p> <p><i>W. Starnes</i></p> <p>Chief Financial Officer (Print Name) _____</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><i>Mary Brown</i></td> <td style="width: 30%;">8/20/13</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>Paul Choi</i></td> <td>8-22-13</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>Andreas Jelicich</i></td> <td>9-4-13</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>John H.</i></td> <td>7/5/13</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>[Signature]</i></td> <td>9/6/13</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> </table>	<i>Mary Brown</i>	8/20/13	Signature	Date	<i>Paul Choi</i>	8-22-13	Signature	Date	<i>Andreas Jelicich</i>	9-4-13	Signature	Date	<i>John H.</i>	7/5/13	Signature	Date	<i>[Signature]</i>	9/6/13	Signature	Date
<i>Mary Brown</i>	8/20/13																				
Signature	Date																				
<i>Paul Choi</i>	8-22-13																				
Signature	Date																				
<i>Andreas Jelicich</i>	9-4-13																				
Signature	Date																				
<i>John H.</i>	7/5/13																				
Signature	Date																				
<i>[Signature]</i>	9/6/13																				
Signature	Date																				

**AMENDMENT NO. 1 TO  
CONTRACT NO. C11168**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF ONTARIO**

**FOR**

**RIGHT OF WAY SERVICES FOR THE NORTH VINEYARD AVENUE AND UNION  
PACIFIC RAILROAD GRADE SEPARATION PROJECT**

This AMENDMENT No. 1 to Project Funding Agreement No. C11168 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "AUTHORITY"), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. AUTHORITY and CITY are each a "Party" and collectively the "Parties" herein.

**RECITALS:**

**WHEREAS**, AUTHORITY and CITY previously executed Project Funding Agreement No. C11168, dated August 3, 2011, to jointly fund the Right of Way (ROW) Services for the N. Vineyard Avenue and Union Pacific Railroad Alhambra Line Grade Separation Project (hereinafter referred to as "PROJECT"); and

**WHEREAS**, the estimated cost of PROJECT has increased by \$240,000 due to additional ROW appraisal services for Southern California Edison and Union Pacific Railroad properties associated with obtaining the California Transportation Commission Right of Way Certificate and Union Pacific Railroad and Southern California Edison required easements; and

**WHEREAS**, AUTHORITY's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in AUTHORITY's share by \$192,000 and result in a total AUTHORITY contribution of \$672,000; and

**WHEREAS**, Section I, Article I of the AGREEMENT specifies that AUTHORITY's share of the cost of the PROJECT shall not exceed \$672,000 unless AUTHORITY and CITY execute an amendment to the AGREEMENT; and

**WHEREAS, AUTHORITY and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional ROW services needed for the PROJECT, as identified in Attachment A-1 to the AMENDMENT No. 1.**

**NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:**

1. Delete SECTION I, Article 1 and replace with the following:

**“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1 and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed Six Hundred Seventy-Two Thousand Dollars (\$672,000) which represents 80% of the revised estimated costs for the PROJECT ROW Work as stated in Attachment B.1.”**

2. Delete the first sentence in SECTION II, Article 2 and replace with the following:

**“Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A and Attachment A.1, which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.”**

3. Delete SECTION II, Article 4 and replace with the following:

**“To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses and specific activities described in Attachment A and Attachment A.1. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are not included in the PROJECT-specific ROW Work described in Attachment A and Attachment A.1.**

4. Delete SECTION II, Article 6 and replace with the following:

**“That the 20% share of funding as stated in Attachment B.1 for which CITY is responsible will come from CITY’s development impact fees or other source of development contribution as required by the Development Mitigation Nexus Study (Appendix K of the SANBAG Congestion Management Program—CMP) and Appendix J of the CMP or from a loan of funds to the CITY’s development impact fee account.”**

5. Delete SECTION III, Article 2 and replace with the following:

**“AUTHORITY’s financial responsibility shall not exceed Six Hundred Seventy-Two Thousand Dollars (\$672,000) which is 80% of eligible expenditures as listed in Attachment B.1.”**

6. Delete SECTION III, Article 6 and replace with the following:

**“This AGREEMENT shall terminate on the earlier of June 30, 2016, or upon reimbursement of all eligible costs by AUTHORITY, unless otherwise terminated pursuant to this AGREEMENT or extended by mutual written consent of AUTHORITY and CITY.”**

- 7. Attachment A.1 is attached to and incorporated into this AMENDMENT No. 1.**
- 8. Delete Attachment B and replace with Attachment B.1, attached to and incorporated into this AMENDMENT No. 1.**
- 9. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.**
- 10. The AGREEMENT is incorporated into this AMENDMENT No. 1.**
- 11. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.**
- 12. The Effective Date of this AMENDMENT No. 1 to AGREEMENT is the date is it approved and signed by AUTHORITY.**

**IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the Parties hereto and is effective on the date signed by AUTHORITY.**

**SIGNATURES ON FOLLOWING PAGE:**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF ONTARIO**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

By: \_\_\_\_\_  
Chris Hughes  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
John Brown  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONCURRENCE BY:

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**Attachment A.1 (Amendment No. 1)  
North Vineyard Avenue Grade Separation  
Right of Way Services  
Amendment Detail**

**Proposed Project Work:**

Right of Way services for the rail-highway grade separation at N. Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario as more fully described in Agreement Attachment A.

**Additional ROW Services:**

Additional services are necessary to address the Caltrans Right of Way Certification requirement and additional attorney fees and litigation costs.

**The following lists additional ROW services estimated increased costs of:     **\$240,000****

1. Additional acquisition fees for various City utility easements along Union Pacific Railroad right of way. **\$ 50,000**
  
2. Additional attorney's fees and litigation costs. Two (2) properties remain outstanding with one (1) of these anticipated to go to trial. **\$190,000**

**Summary of Project Schedule (Estimate):**

Begin PS&E August 3, 2011

End PS&E Phase: (June 30, 2016)

**Attachment B.1 (Amendment No. 1)  
North Vineyard Avenue Grade Separation  
Right of Way Services  
Summary of Project Costs**

Right of Way Services	\$600,000.00
Amendment No. 1	<u>\$240,000.00</u>
Total ROW Services	\$840,000.00
AUTHORITY Share	\$480,000.00
Amendment No. 1	<u>\$192,000.00</u>
Total AUTHORITY Share (80%)	\$672,000.00
City of Ontario Share	\$120,000.00
Amendment No. 1	<u>\$ 48,000.00</u>
Total City of Ontario Share (20%)	\$168,000.00



- 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:** October 10, 2013

**Subject:** Interstate 10 (I-10)/Tippecanoe Phase 2 Interchange Right-of-Way

**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:

Approve Amendment No. 4 to Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange right-of-way, increasing the right-of-way support costs by \$500,000 with Surface Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, and correcting minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program, for a net increase of \$240,005, for a total right-of-way and right-of-way support cost of \$35,140,005.

**Background:** This is an amendment to an existing agreement. In December 2009, the Board approved Cooperative Agreement No. C10123 which provided that California Department of Transportation (Caltrans) perform right-of-way acquisition services and acquire property in the name of the State. The original agreement defined the terms and conditions to improve the Interstate 10 (I-10)/Tippecanoe interchange. The total right-of-way capital and support costs were estimated at \$33,700,200.

\*

	<p><i>Approved</i>  <i>Board Metro Valley Study Session</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC		CTA	X	SAFE		CMA	
-----	--	-----	--	-----	---	------	--	-----	--

Check all that apply.  
 MVSS1310a-bmf

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C10123-4.docx>

Amendment No. 1 to Cooperative Agreement No. C10123 was approved in December, 2010. This amendment revised the funding plan and required that SANBAG to be responsible for any support cost increase provided that Caltrans obtains SANBAG's written consent before additional support costs are incurred.

Amendment No. 2 to Cooperative Agreement No. C10123 was approved in March, 2011. This amendment corrected some of the funding variances which stemmed from the difference between programmed amounts and apportioned amounts for certain federal funds. In addition, a \$250,000 federal fund contribution for right-of-way support was eliminated and replaced by \$235,000 of local Measure I funds. The net effect did not change the total right-of-way capital and support costs.

Amendment No. 3 to Cooperative Agreement No. C10123 was approved in October, 2011, to split the project right-of-way components into two separate, independent project phases. During the course of finalizing the design, utility conflicts were identified and relocation costs were shown to have increased by \$1,200,000, creating a shortfall in the right-of-way phase. The budget was increased by \$2,690,000 in the form of Measure I funds to fund these utility conflicts and to cover federal Section 330 and Projects of National and Regional funds which were moved from right-of-way to construction. The total right-of-way capital and support costs increased to \$34,900,000.

This Amendment No. 4 to Cooperative Agreement No. C10123 is requested by Caltrans to add \$500,000 State Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds, provided by Caltrans, to fund right-of-way support cost increases. The addition of \$500,000 will fund the following: efforts to update or redo appraisals due to an "opening year" change in the Federal Transportation Improvement Program which delayed the project by one year; the additional services needed from project management and right-of-way acquisition agents due to an increase in the number of Resolutions of Necessity (RONs) from the original 10 RONs budgeted to the actual 25 RONs; the additional right-of-way plans and engineering services required to produce the supporting materials necessary for the increased number of RONs; and environmental and hazardous waste impact coordination on two of the parcels. Lastly, a small amount of the additional budget is needed due to the project overlap with a proposed Omnitrans Park'n'Ride project. Coordination between the location of the Southern California Edison transmission lines in the Park'n'Ride and future location of distribution lines as part of this project has resulted in additional project management and utility coordination.

Amendment No. 4 also corrects some of the funding variances which stemmed from the obligation amount for the federal funds being lower than the

programmed amounts resulting in a decrease of \$1,459,283 to the total amount of federal funding available. Additionally, the total right-of-way capital and support costs will be increased from \$34,900,000 to \$35,140,005 as shown on Exhibit A/4. With the addition of the \$500,000 of STIP/IIP this results in a total increase to the local funding share of \$1,199,288 to the right of way phase.

In addition to adding STIP/IIP funds for Caltrans support and correcting federal funding discrepancies, this amendment updates a funding shift that was required as a result of excess public share funds being available for Phase 1 Construction. An excess of public share funds occurred due to an unexpected low bid price and an unplanned award of \$10M of Corridor Mobility Improvement Account funds. At that time, SANBAG staff approached our funding partners, the City of Loma Linda, the City of San Bernardino, and Inland Valley Development Agency (IVDA) and asked if they would be willing to move up to \$500,000 each from the construction phase to the right-of-way phase. Each agency responded favorably to this request, as their total contribution remained unchanged per Cooperative Agreement R10200. As part of this effort to balance the right-of-way and construction fair share contributions, a total of \$1,320,000 or \$440,000 from each agency has been shifted from construction to right-of-way resulting in a net decrease in the total amount of Valley Measure I Interchange funds needed for the right of way phase. This rebalancing maintains contributions consistent with the Development Mitigation Nexus Study and the cooperative agreement noted above.

Staff recommends approval of Amendment No. 4 to Cooperative Agreement C10123.

**Financial Impact:** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0842, I-10 and Tippecanoe Avenue project.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. General Counsel has reviewed this item and approved the Amendment No. 4 as to form.

**Responsible Staff:** Paula Beauchamp, Project Delivery Manager

## CONTRACT SUMMARY SHEET

Contract No. C 10123 Amendment No. 4

By and Between

San Bernardino County Transportation Comm. and State of California Dept. of Transp.

Contract Description Right of Way Capital and Support for the I-10/Tippecanoe Ph. 2 project

**Board of Director's Meeting Date:** November 6, 2013

**Overview of BOD Action:** Approve Amendment No. 4 to Coop Agreement C10123 to add \$500K in STP/IIP funds for Caltrans ROW support and correct minor discrepancies in funding amounts. This results in a total increase to the local funding share of \$1,199,288, but with a reduction of \$1,832,500 for utilities for a net decrease of \$633,212.

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

CONTRACT OVERVIEW			
Original Contract Amount	\$	11,625,200	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	8,552,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$	(633,212)	Contingency Amendment
			\$
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>7,918,788</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 7,918,788</b>

Contract Start Date 12/2/09	Current Contract Expiration Date 12/31/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION			
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0842</u> .			
<input type="checkbox"/> A Budget Amendment is required.			
How are we funding current FY?			
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:			
Meas. I \$2,216,683 for ROW capital, City of LL, SB, and IVDA at \$2,511,535/agency, totaling \$9,751,288.* Caltrans to reimburse themselves directly from State and Federal funds up to an amount of \$25,388,717. * minus \$1,832,500 for utilities.			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable			

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

Barbara Fortman

Project Manager (Print Name)  
Mike Barnum for Barry Condit

Task Manager (Print Name)  
Andrea Zwick

Dir. of Fund Admin. & Programming (Print Name)  
Jeffery Hill

Contract Administrator (Print Name)  
W. STANWELL SM

Chief Financial Officer (Print Name)

<u>Barbara Fortman</u>	9.20.13
Signature	Date
<u>[Signature]</u>	9-20-13
Signature	Date
<u>Andrea Zwick</u>	9-23-13
Signature	Date
<u>[Signature]</u>	9/24/13
Signature	Date
<u>[Signature]</u>	9/27/13
Signature	Date

08-SBd-10-PM 25.3/27.3  
I-10/Tippecanoe Ave/Anderson St  
Ramp Improvements, Bridge  
Widening & Street Improvements  
EA 44811  
EA 44812  
District Agreement No. 8-1459 A/4  
Project Number 0800000710

**(AMENDMENT NO. 4 TO AGREEMENT)**

This AMENDMENT NO. 4 TO AGREEMENT (AMENDMENT), entered into effective on \_\_\_\_\_, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY, a  
public entity referred to herein as  
"AUTHORITY."

**RECITALS**

1. The parties hereto entered into Agreement No. 8-1459 (AGREEMENT) on January 20, 2010, said Agreement defining the terms and conditions to improve the Interstate 10 (I-10)/Tippecanoe/Anderson Street interchange with ramp improvements, bridge widening and street improvements, in the cities of San Bernardino and Loma Linda, referred to herein as "PROJECT."
2. The parties hereto also entered into Agreement No. 8-1459 A/1 on December 21, 2010, to revise the funding plan and assign responsibility for paying Right of Way Support costs in excess of the estimated amount of support costs in the original AGREEMENT.
3. The parties hereto also entered into Agreement No. 8-1459 A/2 on March 24, 2011, to change the description of Federal funding sources to eliminate reference to Projects of National and Regional Significance (PNRS) funds, and to correct minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program (FTIP).
4. The parties hereto also entered into Agreement No. 8-1459 A/3 on October 24, 2011, to reduce Section 330 funds for Right of Way Capital, to increase Local Right of Way funds, and to split the Right of Way into two phases (EA 44811 and EA 44812).
5. The purpose of this Amendment is to include additional State Transportation Improvement Program/Interregional Improvement Program (STIP/IIP) funds to the Right of Way support cost (EA 44812) due to an increase of original estimated cost and to

correct minor discrepancies between the funding amounts shown in the agreement and in the Federal Transportation Improvement Program.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Under RECITALS of Agreement 8-1459, Recital 4 is hereby replaced in its entirety to read as follows:
  - “4. AUTHORITY agrees to be responsible for one hundred (100%) percent of all PROJECT Right of Way capital costs. The total Right of Way cost for PROJECT is estimated to be \$35,140,005 as shown on Exhibit A/4 attached hereto and made a part of this Agreement.
  
2. Under SECTION I, AUTHORITY AGREES, of Agreement No. 8-1459, Articles 1 and 4, are hereby replaced in their entirety to read as follows:
  - “1. AUTHORITY agrees to be responsible for one hundred (100%) percent of all PROJECT Right of Way capital costs. In addition, AUTHORITY agrees to be responsible for all actual Right of Way support costs in excess of \$3,000,000 subject to the terms of Recital 5 of the Agreement 8-1459 A/1. The total Right of Way cost for PROJECT is estimated to be \$35,140,005 as shown on Exhibit A/4, dated August 7, 2013, attached hereto and made a part of this Agreement.”
  - “4. To authorize STATE to reimburse itself from the Federal and STATE funding sources on a monthly basis for STATE’s Right of Way capital and support costs for PROJECT work up to the amount of \$25,388,717.”
  
3. Under SECTION II, STATE AGREES, of Agreement No. 8-1459, Articles 1, 3, 4 and 13 are hereby replaced in their entirety to read as follows:
  - “1. To undertake and complete the Right of Way capital and support activities for PROJECT as described in Exhibit “A/4.” The total cost for Right of Way support activities for which STATE is responsible shall not exceed \$3,000,000. All Right of Way support costs in excess of this amount shall be borne in full by AUTHORITY.”
  - “3. To reimburse itself from the available STATE and Federal funds on a monthly basis, up to the amount of \$25,388,717.”
  - “4. To prepare and submit to AUTHORITY a request for payment with Local funds for the costs of right of way capital and support costs as project proceeds. A request for payment should be on a mutually agreed to form.”

- “13. To be responsible for one hundred percent (100%) of the first \$3,000,000 in Right of Way support costs using State Interregional Improvement Program (IIP) funds.”
4. Under SECTION II, STATE AGREES, of Agreement No. 8-1459, Article 14 is hereby added as follows:
- “14. STATE will provide Independent Quality Assurance (IQA) for Right of Way Engineering and Right of Way Management.”
5. The new Exhibit A/4, dated August 7, 2013, supersedes the original Exhibit A, Exhibit A/1, Exhibit A/2, Exhibit A/3 of AGREEMENT. Exhibit A/4 is hereby attached to and made a part of AGREEMENT and any reference to Exhibit A in AGREEMENT is deemed to reference Exhibit A/4, dated August 7, 2013.
6. All other terms and conditions of said AGREEMENT shall remain in full force and effect.
7. This Amendment No. 4 to AGREEMENT is hereby deemed to be a part of AGREEMENT.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURES**

**PARTNERS declare that:**

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**APPROVED**

**APPROVED**

By: \_\_\_\_\_  
Basem E. Muallem, P.E.  
District Director

By: \_\_\_\_\_  
W.E. Jahn  
Board President

**APPROVED AS TO FORM AND  
PROCEDURE:**

**ATTEST:**

By: \_\_\_\_\_  
Attorney,  
Department of Transportation

By: \_\_\_\_\_  
Vicki Watson  
Board Clerk

**CERTIFIED AS TO FUNDS:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:**

**CONCURRENCE:**

By: \_\_\_\_\_  
Accounting Administrator

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**EXHIBIT A/4**  
August 7, 2013

FUND SOURCE	FUND TYPE	PROJECT PHASE	STATE'S SHARE	AUTHORITY'S SHARE	PHASE 1	PHASE 2
					EA 44811	EA 44812
Federal	SAFETEA-LU	Right of Way Capital	\$0	100%	\$0	\$5,516,597
Federal	TEA-21	Right of Way Capital	\$0	100%	\$0	\$5,360,737
Federal	IMD	Right of Way Capital	\$0	100%	\$0	\$2,107,888
Federal	Section 115	Right of Way Capital	\$0	100%	\$0	\$2,999,354
Federal	Section 117	Right of Way Capital	\$0	100%	\$0	\$4,913,891
Federal	Section 330	Right of Way Capital	\$0	100%	\$0	\$1,490,250
State	STIP/IIP	Right of Way Support	100%	\$0	\$0	\$3,000,000
Local	Local	Right of Way Capital	\$0	100%	\$0	\$9,516,288
Local	Local	Right of Way Support	\$0	100%	\$0	\$ 235,000
					<b>TOTAL</b>	<b>\$35,140,005</b>



- 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:** October 10, 2013

**Subject:** I-15 Base Line Road Interchange Project

**Recommendation:** That a quorum of the Board of Directors, acting as the San Bernardino County Transportation Commission:

1. Find it is in the best interests of the San Bernardino County Transportation Commission to take final action on this item at this Metro Valley Study Session;
2. Take final binding action at this Metro Valley Study Session approving Construction Cooperative Agreement Contract C13148 between the State of California, acting through its Department of Transportation (CALTRANS), the City of Rancho Cucamonga (CITY), and San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission (SANBAG), substantially in the form attached; and
3. Authorize the Executive Director to execute the final agreement after approval as to form by General Counsel.

**Special Notice:** Board Policy 10007 permits the Board to take final binding actions regarding Measure I Major Projects in the Metro Valley at Metro Valley Study Sessions under the following circumstances:

*Approved*  
 Board Metro Valley Study Session

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.  
 MSVV1310b-bmf

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C13148.docx>  
[http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C13148\\_8-1549 Funding Summary.docx](http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C13148_8-1549 Funding Summary.docx)

**“The Executive Director, after consultation with the Board President: (a) places an item on the Study Session agenda that clearly states the item is for final action by the Board; (b) provides special notice to the Board regarding the item in question when the agenda is sent to the Board; and (c) all of the following criteria are satisfied: (1) a quorum of the Board is in attendance at the Study Session; (2) at least a quorum of the Board finds it is in the best interests of SANBAG to take final action on the item at the Study Session; and (3) the item is placed on the subsequent regular meeting agenda of the Board as an “information only” item.”**

The Executive Director consulted with the Board President before placing this item on the Agenda. Special notice has been provided to the Board regarding the final action sought. The Board may find that final binding action by the Board at this Metro Valley Study Session is in the best interests of SANBAG and is necessary for the following reasons:

This project has State Local Partnership Program (SLPP) funds, allocated to the City, with a construction contract award deadline of December 2013. At their October meeting, the California Transportation Commission (CTC) is expected to consider the City’s request to extend this deadline. In an effort to move this project into the construction phase as soon as possible and minimize any delays that would jeopardize funding, approval of this Construction Cooperative Agreement is being expedited. Final Board action on this Construction Cooperative Agreement is imperative to meet the December 2013 construction contract award deadline in the event the extension is not granted.

Presently a few remaining edits to the Construction Cooperative Agreement are required and will likely be addressed before the October 2013 Metro Valley Study Session. In the unlikely event that the edits are not finalized, staff requests that the Board take final binding action to approve the agreement substantially in the form attached and authorize the Executive Director to execute the final agreement after approval as to form by General Counsel.

***Background:***

In June 2013, the City of Rancho Cucamonga requested that SANBAG take the lead for the construction phase of the I-15/Base Line Road interchange project. The SANBAG Board of Directors responded to this request by approving both the Advance Expenditure Agreement C13030 and the Construction Cooperative Agreement R13028 with the City.

In October 2013, the Board approved amendments to both the Advance Expenditure Agreement C13030 and the Construction Cooperative Agreement R13028 to address an increase in the construction estimate, invoicing and

reimbursement of State Local Partnership Program funds and federal funds, and timing and amounts of escrow deposits.

The review and approval process between agencies had been extensive due to the fact that this is a three-party agreement with various funding sources that must be invoiced for reimbursement in an atypical manner. This cooperative agreement was initially a two-party agreement but was changed to a three-party agreement because the City secured the environmental permits and mitigation which required that the City become a party to the agreement. In addition, other complications were presented when it appeared that the City would not meet the California Transportation Commission deadline for allocation of the SLPP funds due to the Buy America requirement on utility agreements. This triggered a funding change and a revision to the cooperative agreement. Later, the City obtained a Buy America compliant utility agreement resulting in another funding plan and cooperative agreement revision.

As the project approaches advertisement of the construction contract, staff is recommending approval the 3-party Construction Cooperative Agreement, C13148, for improvements to the state highway system, to widen Base Line Road to 6 lanes between the I-15 southbound and northbound ramps, widen these ramps and install a traffic signal. The agreement defines the roles and responsibilities of the 3 parties: SANBAG as the sponsor and the implementing agency for construction, CALTRANS as the CEQA and NEPA lead agency for the project, and CITY as CEQA responsible agency for PROJECT.

The Funding Summary table includes CALTRANS responsibility for approving all Hot Mix Asphalt Job Mix Formula and concrete mixes to be used on the State Highway System estimated at \$44,000 and State Furnished Materials to be paid to CALTRANS estimated at \$515,808. The remaining funding as shown in the Funding Summary is the responsibility of either SANBAG or the CITY, as defined in the Advance Expenditure Agreement C13030 and the Construction Cooperative Agreement R13028.

Staff requests approval of all recommendations. This item and the action taken on this item at this Metro Valley Study Session will be placed on the next regular meeting agenda of the Board as an "information only" item, consistent with Policy 10007.

**Financial Impact:** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0892, I-15 Base Line Road Interchange Project.

***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:*** Paula Beauchamp, Project Delivery Manager

## CONTRACT SUMMARY SHEET

Contract No. C 13148 Amendment No. \_\_\_\_\_

SANBAG

By and Between

and State of California and City of Rancho Cucamonga

Contract Description Construction Coop Agreement

<b>Board of Director's Meeting Date:</b> N/A	
<b>Overview of BOD Action:</b> Approve Cooperative Agreement C13148 with the City of Rancho and the Caltrans. Identifies \$515,808 State Furnished Material and \$44,000 Job Mix Formula – payable to State.	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	559,808	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>559,808</b>	<b>TOTAL CONTINGENCY VALUE</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 559,808</b>

Contract Start Date 10/10/2013	Current Contract Expiration Date 9/23/2018	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0892</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? From Escrow Acct. with City of Rancho Cucamonga funds	
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: From Escrow Acct. with City of Rancho Cucamonga funds	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Barbara Fortman	9.23.13
Project Manager (Print Name) Mike Barnum	Signature  Date 9/23/13
Task Manager (Print Name) Garry Conoe Andrea Zureick	Signature  Date 9/23/13
Dir. of Fund Admin. & Programming (Print Name) Jeffery D. Miller	Signature  Date 10/4/13
Contract Administrator (Print Name) W. STAMPES	Signature  Date 10/4/13
Chief Financial Officer (Print Name)	Signature _____ Date _____

## **COOPERATIVE AGREEMENT**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino Associated Governments, a Council of Governments, acting in its capacity as the San Bernardino County Transportation Commission, referred to hereinafter as SANBAG

City of Rancho Cucamonga a political subdivision of the State of California, referred to as CITY.

### **RECITALS**

1. CALTRANS, SANBAG and CITY are herein after collectively referred to as PARTNERS. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, construction of the Interstate 15 (I-15) and Base Line Road Interchange improvements: widen Base Line Road to 6 lanes between I-15 southbound and northbound ramps, widen ramps and install signal, in the city of Rancho Cucamonga, will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. Prior to this Agreement:
  - City of Rancho Cucamonga developed the Project Report and Environmental Document (Cooperative Agreement 08-1254 and 08-1254 A/1); and the Plans, Specifications and Estimate and the Right of Way Certification (Cooperative Agreement 08-1455).
5. CALTRANS signed and approved the Negative Declaration pursuant to CEQA and the Findings of No Significant Impact pursuant to NEPA on September 30, 2011.

6. In this Agreement capitalized words represent defined terms and acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

### **RESPONSIBILITIES**

8. SANBAG is SPONSOR for 100% of PROJECT.
9. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY and SPENDING SUMMARY.
10. SANBAG is IMPLEMENTING AGENCY for CONSTRUCTION.
11. CALTRANS is the CEQA and NEPA lead agency for PROJECT.
12. CITY is the CEQA responsible agency for PROJECT.
13. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.
14. SANBAG and CITY may provide IQA for the portions of the WORK outside existing and proposed SHS right of way.

### **SCOPE**

#### **Scope: General**

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.
17. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The CALTRANS District Construction Division, with input from Structure Construction must approve the QMP before the encroachment permit for construction is issued.
18. CALTRANS approves all Hot Mix Asphalt (HMA) Job Mix Formula (JMF) and concrete mixes to be used on the SHS. CALTRANS will be compensated for all costs

associated with these tasks. Cost for these tasks is estimated to be \$44,000 as shown on the SPENDING SUMMARY.

19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
20. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
21. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the majority approval of the selection team.
22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.  
  
Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain

resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), SANBAG and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a

pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify other PARTNERS.
46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.
49. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
50. If the Resident Engineer is not also a registered Landscape Architect, SANBAG will furnish, at SANBAG expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

**Scope: Environmental Permits, Approvals and Agreements**

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	SANBAG	CITY	CITY
401 RWQCB	CITY	CITY	CITY	SANBAG	CITY	CITY
1602 DFG	CITY	CITY	CITY	SANBAG	CITY	CITY

**Scope: Construction**

52. SANBAG will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and SANBAG will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
53. SANBAG will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

SANBAG will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, SANBAG also accepts responsibility to administer the construction contract.

54. PARTNERS agree that SANBAG is designated as the Legally Responsible Person and the approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory authority as mandated by Construction General Permit.
55. SANBAG will provide a RESIDENT ENGINEER, licensed to practice Civil Engineering in the State of California, and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
56. SANBAG will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.
- CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* prior to implementing the CCO.
57. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds SANBAG will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
58. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If FUNDING PARTNERS do not agree in writing on a

course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.

59. SANBAG will require the construction contractor to furnish payment and performance bonds naming SANBAG as obligee, and CALTRANS and CITY as additional obligees, and to carry liability insurance in accordance with CALTRANS specifications.
60. SANBAG will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to SANBAG upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

SANBAG will provide, or cause to provide, source inspection services.

61. SANBAG may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
62. As IMPLEMENTING AGENCY for construction, SANBAG is responsible for maintenance within PROJECT limits as part of the construction contract.
63. CALTRANS, SANBAG and CITY having land use jurisdiction adjacent to the PROJECT limits will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION.
64. SANBAG will furnish CALTRANS, within 180 calendar days after the Construction Contract Acceptance (CCA) date, a complete set of electronic "As-built" plans, including Contract Change Orders (CCOs), (with the resident engineer's name printed on each plan sheet, and signature on the title sheet) including any changes authorized by CALTRANS. SANBAG will submit all plans in Microstation.dgn format, version 7.0 or later. In addition, SANBAG will submit to CALTRANS one set of plans and addenda in .TIF. SANBAG will submit all plans on a CD ROM compliant with CALTRANS' CADD Users Manual, Section 4.3, Plans Preparation Manual, Section 2.3 and, Construction Manual, Section 5-104.
65. SANBAG will submit to CALTRANS, within sixty (60) calendar days following the Final Estimate or Resolution of Construction Claims (if any) the complete Project History File (PHF). SANBAG will assure that the PHF is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All

material will be submitted neatly in a three-ring binder and on a CD ROM(s) in PDF format.

### COST

#### **Cost: General**

66. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after PARTNERS sign and date the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

67. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
68. If SANBAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
69. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
70. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
71. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, CALTRANS will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
72. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions,

requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

73. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

74. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
75. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
76. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
77. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
78. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
79. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
80. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
- Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
81. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
82. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
83. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

84. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If SANBAG invoices for rates in excess of DPA rates, SANBAG will fund the cost difference and reimburse CALTRANS for any overpayment.

85. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
86. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
87. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
88. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

89. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

90. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

91. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

**Cost: Construction Support**

92. The cost of source inspection is an OBLIGATIONS cost.
93. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.

Reimbursable costs for Construction Engineering and testing are identified in the SPENDING SUMMARY, which is included as part of the FUNDING SUMMARY.

94. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

**Cost: Construction Capital**

95. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

**SCHEDULE**

96. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

97. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
98. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
99. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
100. Neither SANBAG nor CITY nor any officer or employee thereof are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS, to the extent permitted by law, will fully defend, indemnify, and save harmless SANBAG and CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

101. Neither CALTRANS nor SANBAG nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY, to the extent permitted by law, will fully defend, indemnify, and save harmless CALTRANS and SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

102. Neither CALTRANS nor CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this agreement.

It is understood and agreed that SANBAG, to the extent permitted by law, will fully defend, indemnify, and save harmless CALTRANS and CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this agreement.

103. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
104. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
105. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
106. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
109. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director, the SANBAG executive officer, and the CITY executive officer will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
111. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
112. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
113. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
114. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
115. Partners agree to sign a Cooperative Agreement Closure Statement to terminate this Agreement. However, all indemnification, document retention, audit, claims,

environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

116. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY, FUNDING SUMMARY and SPENDING SUMMARY.

## **DEFINITIONS**

**ARRA** – American Recovery and Reinvestment Act of 2009

**CALTRANS** – The California Department of Transportation

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

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**HM-2 – Hazardous material** (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities included in this Agreement.

**OMB (Office of Management and Budget)** – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this Agreement.

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

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.

- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** – Per NEPA assignment, Caltrans will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705) ). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Statute and Guideline requirements.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table, located within the FUNDING SUMMARY, which is used when a PARTNER who is not the IMPLEMENTING AGENCY is to perform specific WORK towards PROJECT. The SPENDING SUMMARY displays cost amounts that are fixed and not to be exceeded.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**DFM – (Department Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope activities included in this Agreement.

**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:  
Manuel Farias, Program/Project Management Office Chief  
464 W. 4th Street, 6<sup>th</sup> Floor, MS 1229  
San Bernardino, California 92401-1400  
Office Phone: (909) 388-7189  
Email: manuel\_farias@dot.ca.gov

The primary Agreement contact person for SANBAG is:  
Garry Cohoe, Project Delivery Director  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, California 92410-1715  
Office Phone: (909) 884-8276  
Email: Garry@sanbag.ca.gov

The primary agreement contact person for CITY is:  
Jason Welday, Traffic Engineer  
10500 Civic Center Drive  
Rancho Cucamonga, California 92730  
Office Phone: (909) 477-2740  
Email: Jason.Welday@City of RC.us

**SIGNATURES**

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS, a Council of  
Governments, acting in its capacity as the  
San Bernardino County Transportation  
Commission

APPROVED

APPROVED

By: \_\_\_\_\_  
Basem E. Muallem, P.E.  
District Director

By: \_\_\_\_\_  
W.E. Jahn  
President

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Lisa Pacheco  
Budget Manager

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CONCURRENCE

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_  
L. Dennis Michael  
Mayor

Attest: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	SANBAG	CITY	N/A
3	265				Awarded and Approved Construction Contract		X		
		50			Contract Ready for Advertising		X		
		55			Advertised Contract		X		
		60			Bids Opened		X		
		65			Contract Award		X		
		70			Executed and Approved Contract		X		
		75			Independent Assurance		X		
5	270				Construction Engineering and General Contract Administration		X		
		10			Construction Staking Package and Control		X		
			10		Construction Staking Package		X		
			20		Project Control for Construction		X		
		15			Construction Stakes		X		
			15		Slope Stakes		X		
			25		Rough Grade Stakes		X		
			30		Final Grade Stakes		X		
			35		Drainage and Minor Structure Stakes		X		
			50		Miscellaneous Stakes		X		
			55		Photogrammetric Product for Construction		X		
			60		Ground Stakes for Major Structure		X		
			65		Superstructure Stakes for Major Structure		X		
		20			Construction Engineering Work		X		
			05		Resident Engineer's File Review		X		
			10		Project Plans, Special Provisions, and Estimate Review		X		
			15		Contract Pay Quantities		X		
			20		Lines and Grades Control		X		
			25		Contractors' Falsework Submittals Review		X		
			30		Contractors' Trenching and Shoring Submittals Review		X		
			35		Shop Plans Review		X		
			40		Cost Reduction Incentive Proposals Review		X		
			45		Contractors' Water Pollution Control Program Review		X		
			50		Technical Support		X		
			99		Other Construction Engineering Products		X		
		25			Construction Contract Administration Work		X		
			05		Secured Lease for Resident Engineer Office Space or Trailer		X		
			10		Set Up Construction Project Files		X		
			15		Pre-Construction Meeting		X		

		20	Progress Pay Estimates		X		
		25	Weekly Statement of Working Days		X		
		30	Construction Project Files and General Field Office Clerical Work		X		
		35	Labor Compliance Activities		X		
		40	Approved Subcontractor Substitutions		X		
		45	Coordination		X		
		50	Civil Rights Contract Compliance		X		
		99	Other Construction Contract Administration Products		X		
	30		Contract Item Work Inspection		X		
		05	Photographed Jobsite and Contractors' Operations		X		
		10	Inspection of Contractors' Work for Compliance		X		
		15	Contractors' Operations Relative to Safety Requirements Documentation		X		
		20	Daily Diary of Contract Operations		X		
		25	Punch List		X		
	35		Construction Material Sampling and Testing		X		
		05	Materials Sampling and Testing for Quality Assurance		X		
		10	Plant Inspection for Quality Assurance		X		
		15	Independent Assurance Sampling and Testing		X		
		20	Source Inspection		X		
	40		Safety and Maintenance Reviews		X		
	45		Relief From Maintenance Process	X			
	55		Final Inspection and Acceptance Recommendation		X		
	60		Plant Establishment Administration		X		
	65		Transportation Management Plan Implementation During Construction		X		
	75		NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests				X
	80		Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract				X
		99	Other Construction Engineering and General Contract Administration		X		
5	275		Construction Engineering and General Contract Administration of Structures Work		X		
		10	Office Administration Work for Structures		X		
		20	Field Administration Work for Structures		X		
		30	Contract Change Order Inspection for Structures Work		X		
		40	Safety Tasks for Structures Work		X		
5	285		Contract Change Order Administration		X		
		05	Contract Change Order Process		X		
		05	Need for Contract Change Order Determination		X		
		10	Draft Contract Change Order		X		
		15	Contract Change Order Approval		X		
		20	Payments for Contract Change Order Work		X		
		10	Functional Support		X		
		05	Field Surveys for Contract Change Order		X		
		10	Staking for Contract Change Order		X		

C13148

			15	Other Functional Support		X		
5	290			Resolve Contract Claims		X		
		05		Analysis of Notices of Potential Claims		X		
		10		Supporting Documentation and Responses to Notices of Potential Claims		X		
		15		Reviewed and Approved Claim Report		X		
		20		District Claim Meeting or Board of Review		X		
		25		Arbitration Hearing		X		
		30		Negotiated Claim Settlement		X		
		35		Technical Support		X		
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report		X		
		05		Processed Estimate After Acceptance		X		
		10		Proposed Final Contract Estimate		X		
		15		As-Built Plans		X		
		20		Project History File		X		
		25		Final Report		X		
		30		Processed Final Estimate		X		
		35		Certificate of Environmental Compliance		X		
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X		
		45		Post-Construction Traffic Operations Activities				X
			05	Speed Survey Records				X
			05	Speed Survey				X
			10	Signed Speed Survey				X
			10	Commission TMS Elements				X
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X		
4	300			FINAL RIGHT OF WAY ENGINEERING		X		
		05		Right of Way Monumentation		X		
			05	Right of Way Monumentation Survey		X		
			10	Filed Monumentation Record of Survey		X		
		10		Trial Exhibits and Testimony		X		
		25		Relinquishment and Vacation Maps				X
		30		Deed Package for Excess Land Transactions				X
		35		Right of Way Record Map				X

**FUNDING SUMMARY Number 1**  
 Project Number: 0800000789  
 CALTRANS Agreement: 08-1549  
**Part I – FUNDING SUMMARY table**

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Totals by Fund Type
<b>IMPLEMENTING AGENCY</b>			<b>SANBAG</b>		
STATE	CITY	State & Local Partnership Plan	\$1,000,000	\$ 0	\$1,000,000
FEDERAL	CITY	DEMONSTRATION	\$3,599,600	\$ 0	\$3,599,600
FEDERAL	CITY	Interstate Maintenance HR4818	\$3,002,205	\$ 0	\$3,002,205
LOCAL	SANBAG	Local	\$27,871,151	\$8,091,213	\$35,962,364
		Totals by Component	\$35,472,956	\$8,091,213	\$43,564,169

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1549.

**Part II – Spending Summary**

Funding Source	Fund Type	Construction Capital		Construction Support		Totals by Fund Type
	<b>IMPLEMENTING AGENCY</b>	<b>SANBAG</b>	<b>Caltrans</b>	<b>SANBAG</b>	<b>Caltrans</b>	
STATE	State & Local Partnership Plan	\$1,000,000		\$0	\$0	\$1,000,000
FEDERAL	DEMONSTRATION	\$3,599,600		\$0	\$0	\$3,599,600
FEDERAL	Interstate Maintenance HR4818	\$3,002,205		\$0	\$0	\$3,002,205
LOCAL	Local	\$27,311,343	\$515,808**	\$8,091,213	\$44,000*	\$35,962,364
	Totals by Component	\$34,913,148	\$515,808	\$8,091,213	\$44,000	\$43,564,169

\*Includes approving HMA JMF and concrete mixes to be paid to CALTRANS

\*\* Department Furnished Materials to be paid to CALTRANS.

Billing and payment details follow.

**FUNDING SUMMARY Number 1**  
Project Number: 0800000789  
CALTRANS Agreement: 08-1549

**Part III – Billing and Payment Details**

**Responsibilities**

- SANBAG is IMPLEMENTING AGENCY for CONSTRUCTION.

**Cost: CONSTRUCTION SUPPORT**

1. Each PARTNER listed below will do work for CONSTRUCTION Support as described in the SCOPE SUMMARY of this Agreement:
  - SANBAG
  - CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG for HMA JMF and concrete mixes.

PARTNERS will exchange funds for actual costs.

CALTRANS will submit to SANBAG quarterly invoices for actual expenditures for approving the HMA JMF and concrete mixes.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

**Cost: CONSTRUCTION CAPITAL**

2. SANBAG is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

**FUNDING SUMMARY Number 1**

**Project Number: 0800000789**

**CALTRANS Agreement: 08-1549**

- **CITY may invoice CALTRANS for Federal funds.**
- **CITY may invoice CALTRANS- the Bond Fund Administrator, for SLPP funds.**
- **SANBAG may invoice CITY.**
- **CALTRANS may invoice SANBAG for Department Furnished Materials.**

**PARTNERS will exchange funds for actual costs.**

**CITY will submit to CALTRANS monthly invoices for the prior month's expenditures for up to but not to exceed the amount of \$1,000,000 for SLPP funds, \$3,002,205 for IMD funds and \$3,599,600 for DEMO funds.**

**CALTRANS will invoice SANBAG for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost.**

**After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.**

- 3. SANBAG will enter into a separate agreement with CITY to secure the SLPP funds, the IMD funds and DEMO funds for PROJECT.**

**FUNDING SUMMARY Number 1**

Project Number: 0800000789

CALTRANS Agreement: 08-1549

**Part III – Signature Page**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

APPROVED

By: \_\_\_\_\_  
Basem E. Muallem, P.E.  
District Director

Date \_\_\_\_\_

By: \_\_\_\_\_  
District Budget Manager

By: \_\_\_\_\_  
HQ Accounting

SAN BERNARDINO COUNTY  
ASSOCIATION OF GOVERNMENTS, a  
Council of Governments, acting in its  
capacity as the San Bernardino County  
Transportation Commission

APPROVED

By: \_\_\_\_\_  
W.E. Jahn  
President

APPROVED AS TO FORM

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CONCURRENCE

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_  
L. Dennis Michael  
Mayor

Attest: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk



- 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:** October 10, 2013

**Subject:** State Route 60 Central 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. C14017 with the City of Chino for the development of the State Route 60 Central Avenue Interchange project.
2. Waive the five-year contract term limitation set forth in Policy 11000.

**Background:** The State Route 60 (SR-60) Central Avenue Interchange is the third highest priority in the Measure I 2010-2040 Freeway Interchange Program. Central Avenue is a north-south arterial in the City of Chino (City) and forms a tight diamond interchange with SR-60. This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City has requested to move forward with improvements to the SR-60 Central Avenue Interchange (Project).

The purpose of this Memorandum of Understanding No. C14017 (MOU) between the San Bernardino County Transportation Authority (SANBAG) and the City is to document the terms and conditions of cooperation required to complete the Project with respect to cost, funding shares, schedule, and scope. The MOU does

\*

	<p><i>Approved</i>                  Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>										
<table border="1" style="margin: auto;"> <tr> <td>COG</td> <td></td> <td>CTC</td> <td></td> <td>CTA</td> <td>X</td> <td>SAFE</td> <td></td> <td>CMA</td> <td></td> </tr> </table>	COG		CTC		CTA	X	SAFE		CMA		
COG		CTC		CTA	X	SAFE		CMA			

Check all that apply.  
 MVSS1310a-cs  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C14017.docx>

not commit SANBAG or the City 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.

It is anticipated that SANBAG will be the lead agency for project development from the project study phase through the construction phase. Upon approval of the MOU, staff will commence work on the cooperative agreement defining the roles and responsibilities, as well as funding commitments, for the planning, environmental, design, right-of-way and utility components of the project.

The City Council is scheduled to approve the MOU on October 1, 2013.

The termination date of the MOU is the earlier of the Project notice of completion recordation date or June 30, 2020. 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. This item and a draft of the MOU have been reviewed by Contract Administrator and General Counsel.
- Responsible Staff:*** Carrie Schindler, Chief of Fund Administration and Programming



## CONTRACT SUMMARY SHEET

Contract No. C14017 Amendment No. \_\_\_\_\_

By and Between

SANBAG (as Authority) and City of Chino

Contract Description State Route 60 at Central Avenue Interchange Memorandum of Understanding

<b>Board of Director's Meeting Date:</b> November 6, 2013	
<b>Overview of BOD Action:</b> Approve Memorandum of Understanding C14017 with the City of Chino for the State Route 60 at Central Avenue Interchange project.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Contract Start Date 11/6/2013	Current Contract Expiration Date 6/30/2020	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.	
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Budget authority will be handled in phase specific cooperative agreements	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable NOTE: This is a MOU and does not commit any funds.	

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

<p><u><i>Mary Brown</i></u> Project Manager (Print Name)</p> <p><u><i>Andrea Zureick</i></u> Task Manager (Print Name)</p> <p><u><i>Jeffery Hill</i></u> Dir. Of Fund Admin. &amp; Programming (Print Name)</p> <p><u><i>W. STANESLY</i></u> Contracts Manager (Print Name)</p> <p><u><i>W. STANESLY</i></u> Chief Financial Officer Signature (Print Name)</p>	<p><u><i>[Signature]</i></u> 9/17/13 Signature Date</p> <p><u><i>[Signature]</i></u> 9/18/13 Signature Date</p> <p><u><i>[Signature]</i></u> 9/19/13 Signature Date</p> <p><u><i>[Signature]</i></u> 9/20/13 Signature Date</p> <p><u><i>[Signature]</i></u> 9/27/13 Signature Date</p>
---	---

**SANBAG**

**CONTRACT C14017**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND THE CITY OF CHINO**

**FOR THE DEVELOPMENT OF**

**THE STATE ROUTE 60/CENTRAL 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 CITY OF CHINO (“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 State Route 60/Central Avenue Interchange (PROJECT) or June 30, 2020, 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 CITY OF CHINO. 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:

CITY OF CHINO Department of Public Works 13220 Central Avenue Chino, CA 91710 ATTN: Jose Alire	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: \_\_\_\_\_  
W.E. Jahn  
Board President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**CITY OF CHINO**

By: \_\_\_\_\_  
Matthew Ballantyne  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Jose Alire  
Assistant City Manager

ATTEST:

By: \_\_\_\_\_  
Angela Robles, City Clerk

Date: \_\_\_\_\_

**Exhibit A**

**Project Scope:**

The project will widen the existing eastbound and westbound on ramps and modify the existing Central Avenue Bridge Overcrossing to accommodate two additional through lanes and bike paths by reducing the existing eighteen foot sidewalks to six feet. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of \$44 million. The CITY OF CHINO has requested that SANBAG be lead on the remaining phases of work.

**Project Cost Estimate and Funding Shares:**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%

Local Jurisdictional Split of the DIF Share: Chino 91% / County 8% / Montclair 1%

Phase	Estimated Cost**	Public Share	Development Share
Project Study Report	\$324,000	\$133,488.00	\$190,512.00
Project Approval and Environmental	\$330,000	\$135,960.00	\$194,040.00
Design	\$654,800	\$269,777.60	\$385,022.40
Right-of-Way (including Utilities*)	\$982,400	\$404,748.80	\$577,651.20
Construction (Including Construction Management)	\$12,399,000	\$5,108,388.00	\$7,290,612.00
Landscaping	\$202,000	\$83,244.00	\$118,776.00
SANBAG Oversight	\$800,000	0	\$800,000
<b>Total</b>	<b>\$15,692,200</b>	<b>\$6,135,606.40</b>	<b>\$9,556,603.60</b>

\* Utilities are estimated at \$108,000.

\*\*Estimated Costs are based on May 2013 feasibility study.

**Project Milestones:**

Milestone	Actual (Forecast)
Start of Project	(6/2014)
Environmental Approval	(12/2015)
Design Approved/ROW Certified	(12/2017)
Construction Notice to Proceed	(6/2018)
Completed for Beneficial Use	(6/2019)





- 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:** October 10, 2013

**Subject:** Request for Cooperative Work Agreement from California Department of Finance

**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 Commission, at a regularly scheduled Board meeting:

1. Approve request for a Cooperative Work Agreement from the California Department of Finance to extend the budget authority lapse date for two years on the following project funds:
  - I-215 Segment 1 & 2 Construction phase: \$21,188,834 in various Federal fund sources.
  - Rideshare activities within the South Coast Air Basin in San Bernardino County: \$222,838 in Congestion Mitigation and Air Quality funds.
2. Authorize Executive Director to execute final Cooperative Work Agreement and submit to the Department of Finance for approval.

**Background:** Federal funds are available for expenditure for six years from the date of initial authorization by the Federal Highway Administration. Government Code Section 16304.3 allows for the extension of budget authority beyond the expenditure limit years through Cooperative Work Agreements (CWA) approved by the California Department of Finance (DOF). The extension will provide

	<p><i>Approved</i>          Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA		SAFE		CMA	
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*Check all that apply.*

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two additional years for expenditure of funds. Any funds not expended within eight years will be revoked.

SANBAG received notification from Caltrans that federal funds for the I-215 Segment 1 & 2 Construction phase and for Rideshare activities in the South Coast Air Basin are subject to lapse on June 30, 2014, unless a CWA is requested by SANBAG and approved by the DOF. SANBAG must submit the CWA request to Caltrans by October 31, 2013, and should expect to hear if the DOF has approved the CWA by April 1, 2014. If this request is approved, the remaining funds will be expended by the extended lapse date of June 30, 2016.

The I-215 Segment 1 & 2 Construction is ongoing and anticipated to be completed by early 2014. In order to allow maximum time to resolve any claims and other close out issues, SANBAG is requesting two additional years for expenditure of funds until June 30, 2016.

The Rideshare project is ongoing. SANBAG contracts with Riverside County Transportation Commission (RCTC) on rideshare activities. Staff is currently working on a renewed contract with RCTC for Fiscal Year 2013/2014. The funds will be fully expended once the contract is executed in the next few months.

**Financial Impact:** This item has no financial impact on the approved Fiscal Year 2013/2014 budget. If the CWA is not approved by the DOF or if the funds are not fully expended by the lapse deadline, any unexpended funds will lapse and additional funds may be needed to backfill any remaining project costs.

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

**Responsible Staff:** Philip Chu, Transportation Programming Analyst



- 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:** October 10, 2013

**Subject:** San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report (EIR)

**Recommendation:\*** Receive a report on the Building Industry Association’s request for delay in the release of the EIR for the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and provide direction to staff.

**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, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia,

*Approved*  
 Board Metro Valley Study Session

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.

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 Attachment: MVSS1310a1-ss

Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Victorville, Yucaipa, and Yucca Valley.

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 reduction measures designed to reach that target. These are reflected in the SANBAG GHG Reduction Plan. A report on the development of the GHG Reduction Plan and EIR was last provided to the SANBAG Metro Valley Study Session and Mountain Desert Committee in June 2013. The draft Regional GHG Plan was posted to the SANBAG website in July 2013, and the release of the draft EIR was anticipated in October 2013. The draft Plan may be viewed on SANBAG's website at:

[http://www.sanbag.ca.gov/planning2/plan\\_greenhouse.html](http://www.sanbag.ca.gov/planning2/plan_greenhouse.html).

A letter dated September 26, 2013 was received from the Baldy View Chapter of the Building Industry Association (BIA) requesting a delay in the release of the draft GHG Plan EIR. The BIA provided public comments in support of the letter at the October 2, 2013 meeting of the SANBAG Board of Directors. The SANBAG Board asked staff to poll the 21 participating cities regarding the potential impact of the delay on the development of the cities' Climate Action Plans (CAPs) and to report the results back to the next Metro Valley Study Session (October 10<sup>th</sup>) and Mountain/Desert Policy Committee (October 18<sup>th</sup>). The BIA letter is attached to this agenda item.

As indicated in both their letter and testimony, the BIA is requesting that SANBAG delay the release of the EIR to allow time for development of Climate Action Plan implementation tools under a grant being provided to SANBAG by the Southern California Association of Governments (SCAG). The letter and testimony also included a request to hold one or more workshops between the BIA, SANBAG Board Members and staff to better understand how the reduction measures will work. Other stakeholders would also be invited to participate in any workshops held.

SANBAG staff explained at the October 2 Board meeting that the Regional GHG project was structured so that the cities would take on their individual CAP preparation responsibilities following SANBAG approval of the Regional GHG Plan and certification of the EIR. The CAPs would be based on material in the Regional GHG Plan but would add city-specific implementation and monitoring mechanisms. It is recognized that each city may have a slightly different strategy for preparing a CAP and will be on individual timelines. Staff indicated that it would be important to approve the Regional Plan and EIR in the near future so

that those cities on shorter timelines may move forward according to their own individual needs. Staff also indicated that the cities should be the primary ones to determine whether a delay in the release in the EIR would be problematic.

The SANBAG Board decided to defer any decision to delay the release of the EIR until feedback is received from the 21 participating cities. The results of the poll will be provided in a verbal report at both the Metro Valley Study Session and the Mountain/Desert Committee. Staff is seeking direction from both committees regarding whether to delay the release of the EIR and for how long.

***Financial Impact:*** This item is consistent with the adopted FY 2013-2014 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. A delay in release of the draft GHG Reduction Plan EIR and the holding of one or more workshops would result in an increase in the cost of consulting services, depending on the impact of the resulting discussions on the draft Plan and EIR.

***Reviewed By:*** This item is also scheduled for review by the Mountain/Desert Policy Committee on October 18, 2013.

***Responsible Staff:*** Steve Smith, Director of Planning



*Baldy View Chapter*

Building Industry Association  
of Southern California, Inc.

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September 26, 2013

President Bill Jahn  
SANBAG  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

**SUBJECT: GREENHOUSE GAS INVENTORY REDUCTION PLAN, PROGRAM  
ENVIRONMENTAL IMPACT REPORT, CLIMATE ACTION PLAN  
IMPLEMENTATION TOOLS**

Dear President Jahn and Fellow SANBAG Board Members,

We greatly appreciate the previous meetings with SANBAG staff regarding the Regional Greenhouse Gas (GHG) Inventory Reduction Plan (GHG Plan). However, we remain concerned that the preparation of the GHG Plan lacks the benefit of advance input from the BIA Baldy View Chapter (BIA).

The GHG Plan and pending release of the Program Environmental Impact Report (PEIR) will likely result in significant development policy changes. While there is no debating the state's required GHG reduction targets, we urge SANBAG to refrain from exceeding this aggressive state mandate. Similarly, it is imperative that SANBAG promote a flexible and broad menu of GHG reduction mitigation options that remain mindful of limiting the added burden of increased costs solely to new construction.

In order to be affective, it is important that any Climate Action Plan (CAP) be comprehensive and includes all sources of GHG emissions and equivalent measures, including existing construction. In keeping with SANBAG's mission of strengthening countywide economic development efforts, this process should work diligently to limit new policies with the potential to adversely impact the significant job creation linked to the San Bernardino County home building industry.

By design, the participating 21 cities have contributed funds to SANBAG to prepare the aforementioned documents to assist in the preparation and adoption of local Climate Action Plans. Likewise, SANBAG has also received a grant from SCAG to assist in the preparation of Climate Action Plan Implementation Tools (CAP Tools) that will likely be used by cities throughout San Bernardino County.

As such, we respectfully submit the following recommendations:

1. To delay the public comment period of the PEIR until the CAP Tools are made available to us for advance review/comment and to hold a workshop(s) with the BIA.

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An Affiliate of the National Association of Home Builders and the California Building Industry Association

2. To allow BIA a 30-day advanced review of the PEIR and to hold a workshop(s) with the BIA prior to its release.
3. To forego a piecemeal approach and submit the GHG Plan, PEIR and completed CAP Tools as a comprehensive package for the appropriate public comment period.

The BIA recognizes that many local governmental agencies wish to play a role in meeting state greenhouse gas reduction targets and addressing climate change concerns. A local CAP, when it is thoughtfully considered, can be an appropriate means by which a local government adopts policies and goals aimed at addressing climate change concerns. Southern California home builders believe in doing their part to address climate change concerns through our development and redevelopment efforts.

To that point, Southern California home builders and developers have long led the nation in such areas as new home energy efficiency and resource conservation. When local governments develop CAPs, any new mandates and limitations placed on the development of new homes should not be so burdensome as to prevent or suppress home building activities. Instead, CAPs should be designed to assure that state policies concerning climate change are addressed with a jurisdiction-wide approach that does not unreasonably burden any economic sector or stifle new economic activity which is needed to fuel badly needed job creation.

The economic and job implications of the GHG Plan, PEIR and CAP Tools all point to the need for advance input from the BIA. We urge your consideration of the three aforementioned recommendations. Thank you for your consideration.

Sincerely,



Carlos Rodriguez, CEO  
BIA Baldy View Chapter

CC: L. Dennis Michael, SANBAG Vice-President  
Supervisor Janice Rutherford, SANBAG Immediate Past President  
Dr. Ray Wolfe, SANBAG Executive Director  
Greg Devereaux, CEO, County of San Bernardino

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/TIP	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 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

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

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

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

Approved June 2, 1993  
Reaffirmed March 6, 1996