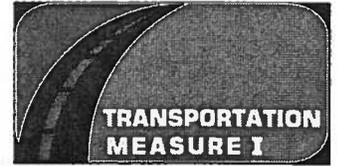




# San Bernardino Associated Governments

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



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

## AGENDA

### Board of Directors Metro Valley Study Session

**December 12, 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 Stanckiewitz, Mayor  
City of Grand Terrace

Larry McCallon, Mayor  
City of Highland

Rhodes "Dusty" Rigsby, Mayor  
City of Loma Linda

Paul M. Eaton, Mayor  
City of Montclair

Alan Wapner, Council Member  
City of Ontario

L. Dennis Michael, Mayor  
City of Rancho Cucamonga

Pete Aguilar, Mayor  
City of Redlands

Deborah Robertson, Mayor  
City of Rialto

Pat Morris, Mayor  
City of San Bernardino

Ray Musser, Mayor  
City of Upland

##### Mountain/Desert Representatives

Cari Thomas, Mayor  
City of Adelanto

Curt Emick, Mayor  
Town of Apple Valley

Julie McIntyre, Mayor  
City of Barstow

Bill Jahn, Council Member  
City of Big Bear Lake

Mike Leonard, Council Member  
City of Hesperia

Edward Paget, Mayor  
City of Needles

Jim Harris, Council Member  
City of Twentynine Palms

Ryan McEachron, Mayor  
City of Victorville

George Huntington, Council Member  
Town of Yucca Valley

##### County Board of Supervisors

Robert Lovingood, First District  
Janice Rutherford, Second District

James Ramos, Third District  
Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

##### SANBAG

Ray Wolfe, Executive Director  
Eileen Teichert, SANBAG Counsel

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

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

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

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

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

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

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

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

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

**Board of Directors  
Metro Valley Study Session**

**December 12, 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. 10  
Metro Valley Study Session Meeting December 12, 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. 15**  
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. 17  
Construction Contracts with Pacific Restoration Group, Inc., Brutoco  
Engineering and Construction, Ortiz Enterprises Inc. and Riverside  
Construction Company, Inc.**

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

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

**Notes/Action**

## Discussion Calendar

### Project Delivery

#### 4. Interstate 10 Tippecanoe Interchange Improvement Project – Phase I Pg. 19

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

1. Approve Amendment No. 3 to Contract No. C11215 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase I, an increase of \$307,270.00 for a new not-to-exceed amount of \$2,359,000.00,

2. Approve an increase of contingency to Contract No. C11215 with Simon Wong for the I-10 Tippecanoe Interchange Improvement Project – Phase I, of \$100,000.00 for a new not-to-exceed contingency amount of \$375,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project. **Mike Barnum**

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

#### 5. Interstate 10 (I-10) Corridor Project

Pg. 27

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

1. Approve contract amendment C08112-02 with Caltrans for a contract value of \$1,000,000 to expend the allocated State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds previously allocated for the I-10 Corridor preliminary engineering and environmental (PA/ED) work.

2. Approve Amendment to the SANBAG Fiscal Year 2013/2014 Budget modifying revenue sources funding Task No. 0825 (I-10 Corridor Project Development) adding \$1,000,000 of State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds and reducing \$1,000,000 of Measure I Valley Fund-Freeway Projects funds as detailed in the Financial Impact Section. **Garry Cohoe**

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

**Discussion Items Continued.....****Project Delivery****6. Interstate 10 (I-10)/Cherry Avenue and I-10/Citrus Avenue Pg. 34 Interchange Projects**

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

1. Approve Amendment No. 2 to Contract C10192 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Right-of-Way Capital and Support costs to increase the contract amount by \$2,998,000 for a new contract value of \$10,755,000, with SANBAG's contribution increasing by \$1,650,000 of Measure I Valley Freeway funds for a total contribution of \$5,209,000; and

2. Approve Amendment No. 2 to Contract C11092 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Construction Capital and Support to decrease the total contract amount by \$6,968,000 from \$47,200,000 to \$40,232,000; including a reduction in the receivable amount of the contract of \$2,870,000 from \$16,440,000 to \$13,570,000; and a reduction in the Public Share contribution of \$4,098,000 from \$30,760,000 to \$26,662,000 consisting of \$3,841,000 Surface Transportation Program and \$257,000 Congestion Mitigation and Air Quality funds; and

3. Approve Amendment No. 3 to Contract C10191 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right-of-Way Capital and Support to increase the contract amount by \$500,000 for a new contract value of \$13,003,000 and adjust the fair share contribution amount resulting in SANBAG's contribution increasing by \$969,000 consisting of Measure I Valley Interchange Funds for a total Public Share contribution of \$6,130,000; and

4. Approve Amendment No. 4 to Contract C11091 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Construction Capital and Support costs decreasing the total contract amount by \$1,265,000 from \$61,546,000 to \$60,281,000; including a reduction in the receivable amount of the contract of \$293,000 from \$20,814,000 to \$20,521,000; and a reduction in the Public Share contribution of \$962,000 from \$39,507,000 to \$38,545,000 consisting of \$709,000 of Measure I Valley Interchange Funds and \$253,000 of State Proposition 1B Trade Corridor Improvement. **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 the four Amendments.**

**Discussion Items Continued.....****Project Delivery****7. Interstate 10/University Street Interchange Improvement Project Pg. 67**

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 Cooperative Agreement No. R14088 between the City of Redlands and SANBAG for Project Management, Planning, Environmental, Design, Right-of-Way, and Construction services necessary for the development of the Interstate 10 University Street Interchange project for an amount not to exceed \$5,200,000 funded with \$4,187,100 of Measure I Valley Freeway Interchange funds and a City of Redlands contribution of \$1,012,900.

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

**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 the draft contract and RFP.**

**8. State Route 60 (SR 60) Central Avenue Interchange Improvement Project Pg. 82**

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 Cooperative Agreement No. C14046 for \$310,000 with California Department of Transportation District 8 for the review and approval associated with the combined Project Study Report/Project Report (PSR/PR) for the SR 60 Central Avenue Interchange Improvement Project.

2. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR 60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$15,692,200; the CITY's portion is \$9,556,613.60 including \$800,000 for SANBAG's Project Management; and Public's Share of \$6,135,586.40.

3. Waive the five-year contract term limitation set forth in Policy 11000.

4. Authorize the release of Request for Proposals (RFP) 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR 60 Central Avenue Interchange Improvement Project.

**Paula Beauchamp**

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

**Discussion Items Continued.....****Transportation Fund Administration****9. Interstate 15/Sierra Avenue Interchange Advance Expenditure Pg. 157 Agreement**

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 Advance Expenditure Agreement No. C14037 with the County of San Bernardino for Interstate 15/Sierra Avenue Interchange Interim Improvements. **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 AEA have been reviewed by the Contract Administrator and General Counsel.**

**Transit and Rail****10. Transit Stations Security Study California Transit Security Grant Pg. 168 Program Application**

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

1. Authorize staff to submit the Fiscal Year 2011/2012 and Fiscal Year 2012/2013 California Transit Security Grant Program Grant Application to fund the Transit Stations Security Study in the amount of \$250,000.

2. Adopt Resolution No. 14-007 authorizing the Executive Director and/or his or her designee to execute any documents and take other actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the grant program.

3. Approve a Fiscal Year 2013/2014 budget amendment to Task No. 0352 General Commuter Rail decreasing State Transit Assistance Rail by \$250,000 and increasing it by the same amount of State Proposition 1B Security Funds. **Vanessa Jezik**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and a draft of the Resolution.**

**Discussion Items Continued.....****Transit and Rail****11. Additional fund allocations to Southern California Regional Rail Authority for managerial staffing services. Pg. 172**

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

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority (SCRRA) operating assistance and allocate an additional \$40,447 for additional costs associated with SCRRA's contract with KPMG LLP for managerial staffing services.

2. Approve a budget amendment in Task No. 0377 Commuter Rail Operating in the amount of \$40,447 in State Transit Assistance Funds (PUC 99314) for a new task total of \$13,008,947. **Justin Fornelli**

**This item has been reviewed by the SANBAG Board of Directors on December 4, 2013.**

**12. Public Hearing Pursuant to Public Contract Code section 4107.5 Pg. 190**

Pursuant to authority delegated by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, on December 4, 2013, that the Board of Directors Metro Valley Study Session:

1. Conduct a Public Hearing pursuant to Public Contract Code section 4107.5 regarding Kemp Bros. Construction Company's claimed inadvertent listing of four subcontractors due to clerical error.

2. Determine whether to consent to the substitution of subcontractors based upon declarations, testimony and other evidence presented during the public hearing. **Mitch Alderman**

**This item has been reviewed and approved by SANBAG General Counsel.**

**13. Rail and Transit Projects Update Pg. 192**

Receive presentation of the SANBAG Transit and Rail Program.  
**Mitch Alderman**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

**Public Comments**

**Additional Items from Committee Members**

**Director's Comments**

**Brief Comments by General Public**

**Additional Information**

**Acronym Listing**

**Pg. 193**

**ADJOURNMENT:**

**The next Board of Directors Metro Valley Study Session will be:  
January 16, 2014**

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:** December 12, 2013

**Subject:** Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C11105	Pacific Restoration Group John Richards	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-B	C12036	Brutoco Engineering and Construction, Inc. Andy Acosta	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company 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.  
 MVSS1312z-gc

3-B (Cont.)	C12036		AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
3-C	C12224	Ortiz Enterprises, Inc. <i>Patrick Ortiz</i>	A.C. Dike Company ACL All American Asphalt 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

3-C (Cont.)	C12224		<p>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-D	C12196	<p>Ortiz Enterprises, Inc.  <i>Patrick Ortiz</i></p>	<p>A.C. Dike Company          ACL          All American Asphalt          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-E	C13121	<p>Riverside Construction Company, Inc.  <i>Donald M. Pimm</i></p>	<p>Caliagua, Inc.          C.P. Construction          Crown Fence Company          Griffith Company          High Light Electric          Integrity Rebar Placers          Malcolm Drilling          Match Corporation          Old Castle Precast</p>

4	C11215	Simon Wong Enginnering <i>Mark McIntyre</i>	BetKon Arcadis US Towill Ghiradelli Leighton AP Engineering
12	C14002	Kemp Bros Construction, Inc. <i>Steven R. Solaas</i>	J Colavin & Son Continental Marble & Title Company Marina Landscape, Inc. Pacific Premier Landscape JD Jimenez A&S Cement Contractors, Inc. KCB Towers SCW Contracting Corp. Howard Contracting Harris Rebar Winegardner Masonry SCW Contracting Corp. MK Roofing Huntington Glazing Schmitt Contracting Crownier Sheet Metal JH Bryant Signs & Lucite Products Continental Tile & Marble Hamilton Ceiling Air Flow Mechanical Safeway Electric Landscape Forms Empyrean Plumbing, Inc. Robert B. Longway, Inc. DBX, Inc. Western Paving Century Fences Pacific Premier Continental Marble Premier Landscape A & S Cement Contractors SCW Contracting

4	C11215	Simon Wong Engineering <i>Mark McIntyre</i>	BetKon Arcadis US Towill Ghiradelli Leighton AP Engineering
12	C14002	Kemp Bros Construction, Inc. <i>Steven R. Solaas</i>	J Colavin & Son Continental Marble & Title Company Marina Landscape, Inc. Pacific Premier Landscape JD Jimenez A&S Cement Contractors, Inc. KCB Towers SCW Contracting Corp. Howard Contracting Harris Rebar Winegardner Masonry SCW Contracting Corp. MK Roofing Huntington Glazing Schmitt Contracting Crownier Sheet Metal JH Bryant Signs & Lucite Products Continental Tile & Marble Hamilton Ceiling Air Flow Mechanical Safeway Electric Landscape Forms Empyrean Plumbing, Inc. Robert B. Longway, Inc. DBX, Inc. Western Paving Century Fences Pacific Premier Landscape

**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
Gary Ovirt Board of Supervisors	X	X			X	X		X		X		
James Ramos Board of Supervisors	X	X	X		X			X	X	X		
Janice Rutherford Board of Supervisors	X	X	X		X			X		X	X	
Josie Gonzales Board of Supervisors			X								X	
Robert Lovingood Board of Supervisors	X	X										
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X				X		X		X	X	
Dennis Yates City of Chino	X	X			X	X		X	X	X	X	
Ed Graham City of Chino Hills	X	X	X		X			X	X	X	X	
Frank Navarro City of Colton		X	X		X	X		X	X	X	X	
Michael Tahan City of Fontana	X	X	X		X	X		X	X	X	X	
Walt Stankiewicz City of Grand Terrace	X	X	X		X	X		X	X	X	X	
Mike Leonard City of Hesperia		X										
Larry McCallon 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 Page 1 of 2

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	X	X	
<b>Paul Eaton</b> City of Montclair	X		X		X	X		X	X	X	X	
<b>Edward Paget</b> City of Needles												
<b>Alan Wapner</b> City of Ontario		X	X		X			X		X		
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X					X		X	X	
<b>Pete Aguilar</b> City of Redlands		X	X			X		X	X		X	
<b>Deborah Robertson</b> City of Rialto					X	X		X		X		
<b>Patrick Morris</b> City of San Bernardino	X	X	X		X	X		X	X	X	X	
<b>Jim Harris</b> City of Twentynine Palms		X	X		X			X	X		X	
<b>Ray Musser</b> City of Upland		X	X		X	X				X	X	
<b>Ryan McEachron</b> City of Victorville		X			X	X		X		X		
<b>Dick Riddell</b> City of Yucaipa	X	X	X		X	X		X	X	X	X	
<b>George Huntington</b> Town of Yucca Valley												



- C. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 4 Supplement 1 (\$15,000.00 increase of additional funds for traffic control on westbound and eastbound I-10 within the project limits for maintaining visibility of lane line delineation), CCO No. 11 Supplement 1 (\$13,000.00 increase in funds for remaining work required to connect new drainage system along Almond Street to Drainage System No. 1) and CCO No. 24 (\$5,000.00 increase to compensate contractor for removal and disposal of man-made buried object encountered during installation of traffic signal conduit along Valley Boulevard).
- D. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 29 (\$32,000.00 increase for placement of additional reinforcement in closure pour section of the San Timoteo Bridge widening as required by Caltrans Oversight and the Standard Specifications), CCO No. 32 (\$35,308.60 increase for placement of Rapid Strength Concrete pavement at the eastbound off ramp for Tippecanoe Avenue in lieu of standard pavement to facilitate opening of ramp prior to the Thanksgiving holiday), CCO No. 34 (no cost/no credit change for modification to the contract Special Provisions pertaining to the Dispute Review Board agreeing to reduce the exchange of evidence timeline from 15 to 7 days for November 26, 2013 DRB meeting) and CCO No. 35 (\$38,500.00 increase to compensate contractor for placement of 4,500 tons of Class 2 Aggregate sub-base as embankment material in lieu of Aerial Deposited Lead material to meet Caltrans specifications for roadway embankment).
- E. CN C13121 with Riverside Construction Company, Inc. for the construction of the Laurel Street Grade Separation project: CCO No. 1 (\$20,000.00 increase to maintaining roadway and traffic control for public traffic convenience in accordance with Sections 7-1.08 Public Convenience and Section 7-1.09 Public Safety of the Standard Specification).

**Financial Impact:** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0842 and 0884.

**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:** December 12, 2013

**Subject:** Interstate 10 Tippecanoe Interchange Improvement Project – Phase I

**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 Amendment No. 3 to Contract No. C11215 with Simon Wong Engineering for Construction Management services for the I-10 Tippecanoe Interchange Improvement Project – Phase I, an increase of \$307,270.00 for a new not-to-exceed amount of \$2,359,000.00,
2. Approve an increase of contingency to Contract No. C11215 with Simon Wong for the I-10 Tippecanoe Interchange Improvement Project – Phase I, of \$100,000.00 for a new not-to-exceed contingency amount of \$375,173.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:** This is an amendment to an existing contract. In May 2011, San Bernardino Associated Governments (SANBAG) Board approved nominating the I-10/Tippecanoe Avenue Interchange project for \$10 million of Corridor Mobility Improvement Account (CMIA) funds. To capture the funds, the project needed to

\*

*Approved*  
 Board Metro Valley Study Session

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

Moved:                      Second:

In Favor:      Opposed:      Abstained

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

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

Check all that apply.

MVSS1312a-mb

- Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CCS%20C11215-03.docx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/DCSS%20C11215-03%20-%20Simon%20Wong.xlsx>  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11215-03.docx>

be ready for construction by December 31, 2011. To meet this date the construction of the improvements needed to be separated into two phases. In addition to providing an opportunity to capture additional CMIA funds, the phasing allowed for the acceleration of some of the improvements to provide much needed congestion relief to this interchange. In August 2011, the Board approved the amendments to the agreements allowing the project to be split into two phases. Phase 1 was ready to proceed to construction by December 31, 2011 and the project was allocated the CMIA funds.

On April 4, 2012, the Board approved Contract No. C11215 with Simon Wong Engineering ("Simon Wong") for Construction Management services associated with the I-10 Tippecanoe Interchange Improvement Phase I Project in the amount of \$1,751,730.00, plus \$175,173.00 in contingency, for a total contract amount of \$1,926,903.00.

On October 2, 2013, the Board approved Amendment No. 1 to Contract No. C11215 with Simon Wong in the amount of \$300,000.00 plus \$100,000.00 in contingency, for a revised total contract amount of \$2,326,903.00. At that time, Staff advised that the project construction schedule had been delayed approximately five (5) months due to issues associated with soil contaminated by aerial deposited lead, added structural excavation and backfill of one of the major retaining walls, and corrections to the rebar spacing on the concrete drainage box.

Amendment No. 2 to Contract No. C11215 is a no cost change updating Article 11 "Technical Direction" and Article 12 "Changes" of the agreement to reflect recent Board approved changes to the standard Architectural and Engineering contracts allowing SANBAG's Executive Director or Designee to modify the Contract for certain administrative changes without issuing a written amendment. This Amendment is being processed per Policy 11000 under the authority delegated by the Board to the Executive Director.

At the October 2013 Board meeting Staff advised of another issue associated with the unexpected change in existing soils that could also impact the schedule and overall cost of the construction. It has been found that some of the existing soils planned to be used for backfill under the new ramps did not have the adequate bearing strength to support the intended traffic loads and would need to be removed and replaced with a higher quality material. This removal and replacement has resulted in further delays to the schedule. As of November 8, 2013, 99% of the time has passed; however, the contractor has completed only 66% of the work. The contractor has requested compensation and additional time for this added work.

Negotiations with the contractor are currently ongoing for the above noted issues and it is unknown at this time if the construction contingency of \$2,206,154.20

will be adequate to cover all changes and delays associated with this issues. A complete accounting of all changes and payments will not be known until completion of negotiations and the closeout of the project. The project completion is now expected in February 2014, a delay of approximately eight (8) months.

**Recommendation No. 1 and 2**

Due to the extended time to complete construction, the construction management contract amount is insufficient. The current contract amount including contingency is projected to be expended by the end of December 2013. It is estimated that an additional \$257,270.00 will be needed to complete the construction phase and \$50,000.00 for the 1-year plant establishment. Staff is requesting that a total of \$307,270.00 be added to Simon Wong Engineering contract (C11215) for a new not-to-exceed amount of \$2,359,000.00. In addition, there is a high probability that the expertise of Simon Wong's staff will be needed to come to resolution with the contractor on the earthwork issues. For this reason, staff is recommending \$100,000.00 be added to construction management contingency, for a total contingency of \$375,173.00; and authorize the Executive Director or designee to release contingency as necessary for the project.

***Financial Impact:*** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0842.

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

***Responsible Staff:*** Mike Barnum, Construction Manager

## CONTRACT SUMMARY SHEET

Contract No. C 11215 Amendment No. 3

By and Between

San Bernardino Transportation Authority and Simon Wong Engineering

Contract Description I-10 Tippiecanoe Phase 1 Interchange Construction Management Services

**Board of Director's Meeting Date:** January 8, 2014

**Overview of BOD Action:** Approved Amendment # 3 Contract No. C11215 with Simon Wong Engineering and approve a contingency increase of \$100,000 for C11215

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

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,751,730.00	Original Contingency Amount	\$	175,173.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,051,730.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	275,173.00
Current Amendment Amount	\$	307,270.00	Contingency Amendment	\$	100,000.00
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>2,359,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>375,173.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 2,734,173.00</b>

Contract Start Date 4/4/12	Current Contract Expiration Date 4/4/15	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? Three agencies to share equally.				
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>				
This contract is funded with \$1,091,170 federal STPL and the balance is split equally among the City of San Bernardino, the City of Loma Linda, and the Inland Valley Development Agency.				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION
<b>Check all applicable boxes:</b>
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>10</u> .
<input checked="" type="checkbox"/> Underutilized Disadvantaged Business Enterprise (UDBE) Goal <u>3.78</u> %

Michael Barnum / Barbara Forman  
 \_\_\_\_\_  
 Project Manager (Print Name)  
Garry Cohoe  
 \_\_\_\_\_  
 Task Manager (Print Name)  
Andrea Zurack  
 \_\_\_\_\_  
 Dir. of Fund Admin. & Programming (Print Name)  
Jeffrey Hill  
 \_\_\_\_\_  
 Contract Administrator (Print Name)  
 \_\_\_\_\_  
 Chief Financial Officer (Print Name)

Michael Barnum / Barbara Forman 11.26  
 \_\_\_\_\_  
 Signature Date  
Andrea Zurack 11/26/13  
 \_\_\_\_\_  
 Signature Date  
Jeffrey Hill 11/27/13  
 \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Signature Date

**AMENDMENT NO. 3 TO**

**CONTRACT NO. C11215**

**BY AND BETWEEN**

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

**AND**

**SIMON WONG ENGINEERING**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES FOR I-10/TIPPECANOE -- PHASE 1**

This AMENDMENT No. 3 to CONTRACT No. C11215 is made by and between Simon Wong Engineering (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

**RECITALS:**

WHEREAS, AUTHORITY, under Contract No. C11215 ("Contract"), has engaged the services of CONSULTANT to provide Construction Management Services for the I-10 Tippecanoe Interchange Improvement Project – Phase 1.

WHEREAS, the parties desire to amend the Contract terms and increase the contract not to exceed value.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Article 3.2, is deleted in its entirety and replaced with the following:

**"The total Not-To-Exceed amount is Two Million, Three Hundred Fifty Nine Thousand Dollars, (\$2,359,000.00). Services to be provided under this Contract are to be provided on an as needed basis and are to be performed as set forth in Attachment "A", Scope of Services, which is incorporated herein by reference. CONSULTANT's fee for services is included in the total contract cost and shall be a specific rate of compensation, as noted in Attachment "B", Billing Rate Schedule, which is the AUTHORITY's approved CONSULTANT Cost Proposal."**

2. Article 4.4, is deleted in its entirety and replaced with the following:

“As partial security against CONSULTANT’s failure to perform under this Contract, AUTHORITY shall withhold ten percent (10%) of the amount of each of the CONSULTANT’s invoices up to a cumulative total of \$50,000. All retained funds shall be released by AUTHORITY within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT’s records in accordance with this Contract. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of audit in an amount reflecting any adjustments required by such audit.”

3. Attachment B to the Contract) is deleted and replaced with Attachment B, “Billing Rate Schedule”, attached to and incorporated into this Amendment by this reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment that is effective as of the day and year executed by AUTHORITY.

**SIMON WONG ENGINEERING**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

W.E. Jahn  
President, Board of Directors

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_

Jeffery Hill  
Contract Administrator

**San Bernardino Associated Governments (SANBAG)  
C11215 Simon Wong Engineering  
Revised Attachment B**

November 12, 2013

**I. DIRECT LABOR COSTS**

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager TD	NC	0	\$0.00
Project Manager TC	NC	0	\$0.00
Resident Engineer TD	\$69.71	2,482.5	\$173,055.08
Resident Engineer TC	\$71.10	728	\$51,760.80
Resident Engineer (Claims) TD	\$68.99	114.0	\$7,884.88
Resident Engineer (Claims) TC	\$68.99	0	\$0.00
Resident Engineer TC (PE Period)	\$45.20	108	\$4,881.60
Lead Civil Inspector TD	\$50.30	793.0	\$39,887.90
Lead Civil Inspector TC	\$51.31	0	\$0.00
Structures Rep TD	\$78.68	406.0	\$31,944.08
Structures Rep TC	\$80.25	44	\$3,531.00
Structures Inspector # 1 TD	\$51.27	1,343.5	\$68,881.25
Structures Inspector # 1 (OT) TD	\$78.91	88.5	\$6,806.54
Structures Inspector # 1 (DT) TD	\$102.54	1.0	\$102.54
Structures Inspector # 2 TD	\$49.78	558.5	\$27,790.98
Structures Inspector # 2 (OT) TD	\$75.18	17.5	\$1,315.65
Structures Inspector # 2 TC	\$50.78	240.0	\$12,182.40
Civil Inspector # 1 TD	\$50.14	80.0	\$4,011.20
Civil Inspector # 2 TD	\$50.12	314.0	\$15,737.68
Civil Inspector # 2 (OT) TD	\$75.18	14.0	\$1,052.52
Civil Inspector # 2 (DT) TD	\$100.24	2.0	\$200.48
Civil Inspector # 2 TC	\$51.12	336.0	\$17,178.32
Civil Inspector # 2 (OT) TC	\$78.68	0.0	\$0.00
Civil Inspector # 3 TD	\$50.00	22.0	\$1,100.00
Roadway Inspector TD	\$51.30	440.0	\$22,572.00
Roadway Inspector (OT) TD	\$78.95	11.0	\$846.45
Roadway Inspector TC	\$51.30	656.0	\$33,652.80
Office Engineer (Intern) TD	\$15.00	366.0	\$5,490.00
Office Engineer (Intern) TC	\$15.30	728.0	\$11,138.40
Scheduler TD	\$50.21	65	\$3,263.65
Scheduler TC	\$51.21	32	\$1,638.72
Electrical Inspector TD	\$47.31	5	\$236.55
Electrical Inspector (OT) TD	\$70.97	6	\$425.82
Landscape Inspector # 1 TD	\$45.19	8	\$361.52
Landscape Inspector # 2 TD	\$48.36	218	\$10,542.48
Landscape Inspector # 2 TC	\$49.33	320	\$15,785.60
Landscape Inspector # 2 TC (PE Period)	\$49.33	180	\$8,879.40
Landscape Inspector # 3 TD	\$48.36	29	\$1,402.44
SWPPP Coordinator TD	\$49.14	821	\$40,343.94
SWPPP Coordinator (OT) TD	\$73.71	12	\$884.52
SWPPP Coordinator TC	\$75.18	0	\$0.00

Subtotal Hours & Direct Labor Costs	11,589.5		<u>\$626,747.14</u>
Anticipated Salary Increases			Inc
<b>Total Direct Labor Costs</b>			<u><b>\$626,747.14</b></u> (1)

**II. INDIRECT COSTS**

INDIRECT RATE	149.96 % x	\$ 626,747.14	=	Subtotal	<u>\$939,870.00</u> 0 (2)
		Subtotal (1)			

**III. FEE (PROFIT)**

	9 % x	\$ 1,566,617.14	=	Subtotal	<u>\$140,995.54</u> 0 (3)
		Total (1) + (2)			

**IV. OTHER DIRECT COSTS**

Item	Amount
ARC	\$26.83

Subtotal \$	<u>\$26.83</u> (4)
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**C11215 Amendment # 3 Revised Attachment B**

(Page 2 of 2)

<b>V. SUBCONSULTANTS COST</b>			
BetKon (Constructability Review Assistance)TD	\$	975.00	
Arcadis ( Office Engineer) TD	\$	152,008.93	
Arcadis ( Office Engineer) TC	\$	49,305.78	
Towill (Survey ) TD	\$	115,839.61	
Towill (Survey ) TC	\$	90,138.02	
Ghirardelli (Electrical Inspector) TD	\$	7,572.02	
Ghirardelli (Electrical Inspector) TC	\$	66,790.62	
Leighton (Sources Inspection) TD	\$	41,879.89	
Leighton (Sources Inspection) TC	\$	31,806.00	
Leighton (Materials Testing )TD	\$	119,727.42	
Leighton (Materials Testing )TC	\$	48,259.28	
AP Engineering (UDBE Soils Testing Lab )TD	\$	108,307.00	
AP Engineering (UDBE Soils Testing Lab )TC	\$	53,717.00	
Public Outreach TD	\$	29,691.26	
Public Outreach TC	\$	10,515.67	
Subtotal \$	\$	<u>926,533.48</u>	(5)
<b>VI. SUB TOTAL AMOUNT</b>			
	\$	<u>2,634,173.00</u>	(Total 1-5)
Less Contingency Released Amendment # 1	\$	<u>(275,173.00)</u>	
<b>Total Amount</b>	\$	<b>2,359,000.00</b>	



technical studies related with the I-10 improvement alternatives to obtain the Project Approval/Environmental Document (PA/ED). This agreement stipulates the project scope and designated roles of both SANBAG and Caltrans, including lead agency and oversight approval responsibilities.

On April 26, 2012, the California Transportation Commission (CTC) approved the allocation of \$1,000,000 State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds that may be used in completion of the I-10 Corridor PA/ED activities. As a result, staff has worked with Caltrans to amend the funding for the project within the attached cooperative agreement amendment to accommodate this reimbursement of STIP/RIP funds accordingly. Staff recommends approval of the recommendation.

**Financial Impact:** This item is not consistent with the adopted Fiscal Year 2013/2014 budget under Task No. 0825. A budget amendment is necessary to modify revenue sources funding Task No. 0825 (I-10 Corridor Project Development) adding \$1,000,000 of the STIP/RIP funds for this current year budget. Due to the addition of these funds, a reduction of \$1,000,000 of Measure I Valley Fund-Freeway Projects funds is recommended under Task No. 0825.

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

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



## CONTRACT SUMMARY SHEET

Contract No.     C08112     Amendment No.     2    

By and Between

San Bernardino County Transportation Authority and California Dept. of Transportation

Contract Description I-10 Corridor Cooperative Agreement

**Board of Director's Meeting Date:** Jan. 8, 2014  
**Overview of BOD Action:** This amendment is required to use \$1,000,000 of STATE's Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for PAVED work approved by CTC in April 2012.

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$		Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	<u>40,000</u>	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	<u>0</u>	Contingency Amendment
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b><u>40,000</u></b>	<b>TOTAL CONTINGENCY VALUE</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ <u>40,000</u></b>

Contract Start Date 12/12/13	Current Contract Expiration Date 12/31/17 (place holder date; contract has no expiration)	Revised Contract Expiration Date 12/31/17 (place holder date; contract has no expiration)
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. 0825. <input checked="" type="checkbox"/> A Budget Amendment is required. How are we funding current FY?				
<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: This coop commits SANBAG to 100% of cost of PAED + \$40,000 MI to be paid to CT. SANBAG <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable will use MI and \$1,000,000 of STIP/RIP for these costs.				

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

Chad Costello  
 \_\_\_\_\_  
 Project Manager (Print Name)  
Garry Cohen  
 \_\_\_\_\_  
 Task Manager (Print Name)  
Andrea Zureick  
 \_\_\_\_\_  
 Dir. of Fund Admin. & Programming (Print Name)  
Jeffrey Hill  
 \_\_\_\_\_  
 Contract Administrator (Print Name)  
W. S. VARSKI  
 \_\_\_\_\_  
 Chief Financial Officer (Print Name)

	11/14/13
Signature	Date
	11-15-13
Signature	Date
	11/22/13
Signature	Date
	11/20/13
Signature	Date
	11/26/13
Signature	Date

**Detail Contract Summary Sheet**

**Detail Contract Information (Provided by Project Manager)**  
 Complete this form in conjunction with the Contract Summary Sheet for this Contract.

Finance Contract Summary Sheet

Contract No: C08112 Amendment No. 2 Vendor No. 00456  
 Vendor/Customer Name: California Dept. of Transportation (Caltrans)  
 Contract Description: I-10 Corridor PA/ED Cooperative Agreement  
 List Any Related SANBAG Contracts Numbers: C08008 (PTG PA/ED Contract), C08112, C08112-01  
 Other Agency Contract Nos.: 08-1374 Contract Expiration Date: 12/31/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: \_\_\_\_\_ Renewals: \_\_\_\_\_ Contract Type: \_\_\_\_\_

Retention: \_\_\_\_\_ % Max Retention to be held: \_\_\_\_\_

Construction  A & E Services  Other Professional Services  Intergovernmental/MOU/COOP

**Budget Authority for Current Fiscal Year**

Approved Budget Authority: Fiscal year 13/14 Amount \_\_\_\_\_

GL Expense	Fund Source Description	Fund	Program	Project	Object	Amount
				0825		\$ -
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

E-76 Date CTC Allocation (Attach Copy if Available)  Program Supplement No.: \_\_\_\_\_

Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

All of the above MUST be submitted to FINANCE. Including Originals, Amendments & Misc transaction changes

**Contract Details | Allocate the Total Contract or Current Amendment Amount by funding string**

GL Revenue	Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
							\$ -
							\$ -

Revenue Project String (if applicable)	Project	Fund	Level 2	Revenue	Amount
					\$ -
					\$ -

*Allocation will be tracked under separate RA.*

Notes

This is a contract amendment for I-10 Corridor Project to use STIP/RIP funds. See attached CTC Allocation approval of April 25, 2012.

Finance Reviews

A/P Review (Initials): \_\_\_\_\_ A/R Review (Initials): AK 11/22/13 CFO Review (Initials): 11/21/13

(Finance Use Only) Supplemental No.: \_\_\_\_\_ (Finance Use Only) Z Contract No.: \_\_\_\_\_

Reviewed by Director of Fund Administration & Programming

Signature Andreas Garcia Date 11/22/13

SBd-10-PM 0.0/35.13, from Los Angeles/San Bernardino (LA/SBD) County line to Ford Street Under Crossing, Redlands and also from 07-LA-10-46.12/48.28; from Garey Avenue to LA/SBD County line EA 0C250 District Agreement No. 8-1374 A/2 Project Number 0800000040

## AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 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 an Agreement No. 8-1374, on December 19, 2007, said Agreement defining the terms and conditions of a project to widen Interstate 10 (I-10) from eight (8) to ten (10) lanes in order to provide two (2) high occupancy vehicle (HOV) lanes and add auxiliary lanes, where needed, from Haven Avenue in the City of Ontario to Ford Street in the City of Redlands, referred to herein as "PROJECT."
2. The parties hereto also entered into an Amendment No. 1 to Agreement on June 26, 2013, to change the PROJECT limits, PROJECT scope ("AUTHORITY desires to study two alternatives to widen Interstate 10 (I-10) described as the following: (1) widen I-10 from eight (8) to ten (10) lanes in order to provide two high occupancy vehicle (HOV) lanes and add auxiliary lanes where needed, from Haven Avenue in the City of Ontario to Ford Street in the City of Redlands and (2) widen I-10 from eight to twelve lanes in order to provide Express Lanes, otherwise known as High Occupancy Toll (HOT) lanes and add auxiliary lanes where needed, from Los Angeles/San Bernardino County Line to Ford Street in the City of Redlands with the western transition extending to Garey Avenue in Pomona, referred to herein as "PROJECT."), participate in the Value Analysis Study, and to extend the termination date.

3. The purpose of this Amendment is to use \$1,000,000 of STATE's Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds towards PROJECT. These funds were programmed by the California Transportation Commission at the April 26, 2012, meeting for Project Approval and Environmental Document support activities for PROJECT.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 3 of Recitals of the original Agreement shall be amended to read as follows:  
  
"AUTHORITY is willing to be responsible for (100%) percent of all PROJECT costs (of which a portion will be funded out of the STATE's Transportation Improvement Program/Regional Improvement Program [STIP/RIP] funding source in the amount not to exceed \$1,000,000. The costs of STATE's Independent Quality Assurance (IQA) of PROJECT development and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review, comment, and approval if appropriate of the PROJECT's environmental documentation prepared entirely by AUTHORITY, will be borne by STATE."  
  
2. Article 4 of Recitals of the original Agreement is deleted in its entirety.  
  
3. Article 2 of Section I of the original Agreement is deleted in its entirety.  
  
4. New Articles 14 and 15 shall be added to Section I of the original Agreement to read as follows:  
  
"14. AUTHORITY will submit to STATE, monthly invoices for the prior month's actual expenditures to be paid out of STIP/RIP funding source.  
  
15. After parties agree that all work for PROJECT is complete, AUTHORITY will submit a final accounting for all costs. Based on the final accounting, AUTHORITY will refund or invoice as necessary in order to satisfy the financial commitment of this Agreement."  
  
5. Articles 6 and 7 of Section II of the original Agreement shall be added to read as follows:  
  
"6. That the total amount of STIP/RIP funds paid out to AUTHORITY will not exceed \$1,000,000.  
  
7. To pay AUTHORITY within 30 calendar days of receipt of invoices."  
  
6. All other terms and conditions of said Agreement No. 8-1374 shall remain in full force and effect.  
  
7. This Amendment is hereby deemed to be a part of Agreement No. 8-1374.

**SIGNATURES**

**PARTIES declare that:**

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**APPROVED**

**APPROVED**

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

By: \_\_\_\_\_  
Raymond W. Wolfe, Ph.D  
Executive Director

**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



- 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:** December 12, 2013

**Subject:** Interstate 10 (I-10)/Cherry Avenue and I-10/Citrus Avenue Interchange 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 Amendment No. 2 to Contract C10192 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Right-of-Way Capital and Support costs to increase the contract amount by \$2,998,000 for a new contract value of \$10,755,000, with SANBAG's contribution increasing by \$1,650,000 of Measure I Valley Freeway funds for a total contribution of \$5,209,000; and

2. Approve Amendment No. 2 to Contract C11092 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Construction Capital and Support to decrease the total contract amount by \$6,968,000 from \$47,200,000 to \$40,232,000; including a reduction in the receivable amount of the contract of \$2,870,000 from \$16,440,000 to \$13,570,000; and a reduction in the Public Share contribution of \$4,098,000 from

\*

*Approved*  
 Board Metro Valley Study Session

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

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

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

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

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MVSS1312b-cc

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Am%202%201%2010%20Citrus%20IC%20%20C10192-02.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Am%202%201%2010%20Citrus%20IC%20C11092-02.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C10192-02 Att A-101113.xlsx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Am%202%201%2010%20Cherry%20IC%20%20C10191-03.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Am%202%201%2010%20Cherry%20IC%20C11091-04.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C10191-03 Att A.xls>

\$30,760,000 to \$26,662,000 consisting of \$3,841,000 Surface Transportation Program and \$257,000 Congestion Mitigation and Air Quality funds; and

3. Approve Amendment No. 3 to Contract C10191 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right-of-Way Capital and Support to increase the contract amount by \$500,000 for a new contract value of \$13,003,000 and adjust the fair share contribution amount resulting in SANBAG's contribution increasing by \$969,000 consisting of Measure I Valley Interchange Funds for a total Public Share contribution of \$6,130,000; and

4. Approve Amendment No. 4 to Contract C11091 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Construction Capital and Support costs decreasing the total contract amount by \$1,265,000 from \$61,546,000 to \$60,281,000; including a reduction in the receivable amount of the contract of \$293,000 from \$20,814,000 to \$20,521,000; and a reduction in the Public Share contribution of \$962,000 from \$39,507,000 to \$38,545,000 consisting of \$709,000 of Measure I Valley Interchange Funds and \$253,000 of State Proposition 1B Trade Corridor Improvement.

***Background:***

**These are amendments to existing right-of-way and construction cooperative agreements.** In May 2008, SANBAG began its partnership with the County of San Bernardino and City of Fontana to deliver the Citrus and Cherry Avenue Interchange projects. In spring of 2010, SANBAG entered into right of way cooperative agreements C10191 and C10192 for Cherry and Citrus interchanges respectively. Similarly in early 2011, SANBAG entered into construction cooperative agreements C11091 and C11092 for Cherry and Citrus interchanges, respectively. Each agreement defines the work to be performed, funding shares, party responsibilities and stipulations for the right-of-way and construction work for both projects. Since 2008, staff has worked closely with the City/County partners to include a funding plan attached to each agreement and amendment that considers the Nexus shares required and any prior advanced funds per phase by each party. Therefore, in adherence to these agreements, these amendments considered each phase cost and contribution within the project and attempted to reconcile all party shares as much as practicable to minimize any surplus or negative credits. Exhibits 1 and 2 attached provide the current funding plans and details the party shares and reconciliation for both projects.

Currently, the Citrus Interchange project is nearing the end of construction which is anticipated in the spring of 2014 and staff has determined that cost savings are anticipated. Fortunately, due to efficient construction delivery, effective construction management and assistance from the City team, staff has estimated a savings of \$3,000,000. However, staff has also met with the City team recently to review the remaining Citrus right of way work and has determined that the City requires additional budget to finalize all related right of way work, hence the right of way cooperative agreement C10192 needs to be amended to increase the value

by \$2,998,000. More specifically, the City has identified this additional right of way work as a variety of tasks including: eminent domain legal proceedings, attorney fees, final settlement negotiations, mediation hearings, legal depositions, appraisal reviews, property settlement negotiations and coordination of third party utility relocation work to accommodate interchange construction.

Staff has also reviewed the ongoing Cherry Interchange construction project scheduled for completion in the fall of 2014 and has determined that cost savings of \$500,000 are expected. However, staff has also met with the County team recently to review the remaining Cherry right of way work and has determined that the County requires additional effort and budget to finalize all related right of way work. More specifically, the County has identified this additional right of way work as a variety of tasks including: property Permit-To-Enter agreements, billboard relocation support, cell tower site relocations, site clearance, and third party utility relocation work to accommodate interchange construction. To provide for these costs the right of way cooperative agreement C10191 needs to be amended to increase the total by \$500,000 for a new total of \$13,003,000. It is important to note that due to advancement by the City and County at various phases of these projects, rebalancing will be done at the conclusion of the projects. However, because the right-of-way and construction costs are known at this time, adjustment to align SANBAG's fair share contribution is included within the amendment amount thus yielding a net increase. For this reason, while the costs increase is \$500,000 the amendment reflects a contribution increase by \$969,000 for SANBAG.

As a result, staff has discussed utilizing the expected savings from the construction phase and shifting funds to the right of way phase to accommodate the additional right of way work required for both interchanges. After discussions with City and County teams, staff reviewed the work completed thus far and determined that an additional budget of \$2,998,000 and \$500,000 is sufficient for the completion of the Citrus and Cherry interchanges right of way work respectively.

Staff recommends approval of all four (4) recommendations.

**Financial Impact:** This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0826, I-10 / Cherry and Citrus Avenue Interchange Projects.

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

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



## CONTRACT SUMMARY SHEET

Contract No. C 10192 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and County of San Bdo and C/o Fontana

Contract Description Right of Way Cooperative Agreement for I-10/Citrus Avenue Interchange

**Board of Director's Meeting Date:** January 8, 2014

**Overview of BOD Action:** *This amendment is required to shift project funds from the Construction Phase to the ROW Phase to complete additional ROW work, which increases SANBAG's contribution by \$1,650,000 Measure I Valley Freeway Interchange Bond Funds for a total contribution of \$5,209,000.*

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

CONTRACT OVERVIEW			
Original Contract Amount	\$	2,019,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	3,559,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	\$1,650,000	Contingency Amendment
			\$ \$0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>5,209,000</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ \$5,209,000</b>

<b>Contract Start Date</b> 3/3/10	<b>Current Contract Expiration Date</b> 12/31/18	<b>Revised Contract Expiration Date</b> n/a
--------------------------------------	---	--

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

**FINANCIAL INFORMATION**

Budget authority for this contract currently exists in Task No. 0826.

A Budget Amendment is required.

How are we funding current FY? MSI Valley - Fwy Interchange Bond Fund

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*  
MSI Valley - Fwy Interchange Bond Fund

Payable    Receivable

**CONTRACT MANAGEMENT INFORMATION**

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Chad Costello	
Project Manager (Print Name) <u>Garry Conoe</u>	<u>[Signature]</u> 11-20-13 Signature Date
Task Manager (Print Name) <u>Andrea Turack</u>	<u>[Signature]</u> 11-20-13 Signature Date
Dir. of Fund Admin. & Programming (Print Name) <u>Jeffery Hill</u>	<u>[Signature]</u> 11/20/13 Signature Date
Contract Administrator (Print Name) <u>[Signature]</u>	<u>[Signature]</u> 11/20/13 Signature Date
Chief Financial Officer (Print Name) <u>[Signature]</u>	<u>[Signature]</u> 11/20/13 Signature Date

**AMENDMENT NO. 2 TO**  
**COOPERATIVE AGREEMENT NO. C10192**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF FONTANA**  
**AND**  
**COUNTY OF SAN BERNARDINO**  
**FOR**  
**INTERCHANGE RECONSTRUCTION AT I-10 CITRUS AVENUE IN THE CITY**  
**OF FONTANA**

THIS AMENDMENT NO. 2 (Amendment) to Contract No. C10192 (Contract) is made by and between the San Bernardino County Transportation Authority (“SANBAG”), the County of San Bernardino (“COUNTY”) and the City of Fontana (“CITY”).

WHEREAS, SANBAG, COUNTY and CITY (the “Parties”) entered into Contract No. C10192 (“Contract”) on May 11, 2010, to cooperate and jointly participate in completing Right of Way (“ROW”) Work and related utility relocation work required to improve the Interstate 10 and Citrus Avenue Interchange, which includes the widening of Citrus Avenue from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 (“PROJECT”); and

WHEREAS, the Parties previously amended the Contract with Amendment No. 1 on August 3, 2011, to increase the total budget to \$7,757,000 for completion of the ROW related Work required for the PROJECT; and

WHEREAS, Parties desire to amend the Contract augmenting the ROW budget to complete additional ROW work, including attorneys’, consultants’ and appraisers’ fees; and

WHEREAS, the Parties also desire to update Attachment A to reconcile contributions of all Parties through completion of the ROW Phase and to reflect any Advanced Funds as positive or negative credits in the cost share calculations.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to delete paragraph 1 and replace it with the following language:

"1. In accordance with the Measure I 2010-2040 Strategic Plans ("Strategic Plan"), to be responsible for 61.6% of the total eligible PROJECT ROW WORK expenses incurred by CITY for a total amount not to exceed \$6,625,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, SANBAG's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$5,209,000 and \$3,238,000 Measure I and STIP funds respectively."

2. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to delete paragraph 4.

3. Amend Section II entitled "CITY RESPONSIBILITIES:" to remove and replace paragraph 4, with the following language:

"4. In accordance with the Measure I 2010-2040 Strategic Plans ("Strategic Plan"), to be responsible for 38.2% of the total eligible PROJECT ROW WORK expenses incurred by CITY for a total amount not to exceed \$4,108,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, CITY's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$2,303,000."

4. Amend Section II entitled "CITY RESPONSIBILITIES:" to delete paragraph 12.

5. Amend Section III entitled "COUNTY RESPONSIBILITIES:" to remove and replace paragraph 1, with the following language:

"1. In accordance with the Measure I 2010-2040 Strategic Plans ("Strategic Plan"), to be responsible for 0.2% of the total eligible PROJECT ROW WORK expenses incurred by CITY for a total amount not to exceed \$22,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, COUNTY's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$5,000."

6. Amend Section III entitled "COUNTY RESPONSIBILITIES:" to delete paragraph 2.

7. Amend Section V entitled "IT IS MUTUALLY AGREED:" as follows:

- a. Amend paragraph 2, to delete "\$7,757,000" as the PROJECT ROW Work costs and replace it with "\$10,755,000".
  - b. Delete paragraph 18.
  - c. Delete paragraph 19.
8. Attachment A and Attachment A-1 are deleted and replaced with Attachment A, "Project Funding Table", attached to and incorporated into this Amendment No. 2 by this reference.
  9. Except as amended by this Amendment No. 2, all other provisions of the Contract shall remain in full force and effect.
  10. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
  11. The Recitals are incorporated into the body of this Amendment No. 2.
  12. The Contract and Amendment No. 1 are incorporated into this Amendment No. 2.
  13. This Amendment shall be effective on the date executed by SANBAG.

-----SIGNATURES ON FOLLOWING PAGE-----

**IN WITNESS WHEREOF, this Amendment has been executed by the Parties below.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF FONTANA**

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

By: \_\_\_\_\_  
Acquanetta Warren, Mayor  
City of Fontana

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

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

**SAN BERNARDINO COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Janice Rutherford, Chair

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
County Counsel

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

**C10192-02**

**Attachment A**

**Project Funding Table**

*[The table content is extremely faint and illegible. It appears to be a multi-column table with several rows of data, likely detailing project funding information.]*





## CONTRACT SUMMARY SHEET

Contract No. C 11092 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and County of San Bdo and C/o Fontana

Contract Description Construction Cooperative Agreement for I-10/Citrus Avenue Interchange

<b>Board of Director's Meeting Date:</b> January 8, 2014	
<b>Overview of BOD Action:</b> <i>This amendment is required to shift project funds from the Construction Phase to the ROW Phase to complete additional ROW work. SANBAG commits \$2,243,000 CMAQ and \$24,419,000 STP funds federal funds for the construction project.</i>	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	16,927,000	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	16,440,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	(2,870,000)	Contingency Amendment	\$	\$0
<b>TOTAL CONTRACT VALUE</b>	\$	<b>13,570,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	\$	<b>0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ \$13,570,000</b>

<b>Contract Start Date</b> 2/2/11	<b>Current Contract Expiration Date</b> 12/31/18	<b>Revised Contract Expiration Date</b> n/a
<b>Has the contract term been amended?</b> <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.0826.				
<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 type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable <i>C/o Fontana (\$13,506,000) and County (\$64,000)</i>				

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

Chad Costello

Project Manager (Print Name)  
Gary Colue

Task Manager (Print Name)  
Andrea Zureick

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

Contract Administrator (Print Name)  
W. SWARSKI

Chief Financial Officer (Print Name)

	11/14/13 Date
	11-15-13 Date
	11/21/13 Date
	11/20/13 Date
	11/24/13 Date

**AMENDMENT NO. 2 TO  
COOPERATIVE AGREEMENT NO. C11092  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF FONTANA  
AND  
COUNTY OF SAN BERNARDINO  
FOR  
INTERCHANGE RECONSTRUCTION AT I-10 CITRUS AVENUE IN THE CITY OF  
FONTANA**

THIS AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT C11092 is made by and between the San Bernardino County Transportation Authority ("SANBAG"), the County of San Bernardino ("COUNTY") and the City of Fontana ("CITY"), (AUTHORITY, COUNTY and CITY are each a "Party" and collectively "Parties").

WHEREAS, the Parties entered into Contract No. 11092 ("Contract") on February 2, 2011, to cooperate and jointly participate in project Construction and Construction Support Services which are further described in Caltrans District Agreement No. 8-1497 for I-10 Citrus Avenue Interchange Improvements, ("PROJECT"); and

WHEREAS, the Parties approved Amendment No. 1 to the Contract, May 17, 2011, in order to remove federal earmark funds from the PROJECT and allocate them completely to the Cherry Interchange construction project and to allocate local federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) funds in lieu of Trade Corridor Improvement Funds (TCIF), Interstate Maintenance Discretionary Funds (IMD) and Measure I funds, in order preserve and maintain the PROJECT construction schedule; and

WHEREAS, Attachment A to this Amendment No. 2 has been updated to reconcile contributions of all Parties through completion of the Construction Phase and to reflect the Advanced Funds in the Parties' cost share calculations as positive or negative credits; and

WHEREAS, the Parties desire to amend the total estimated cost of Construction Work for PROJECT to \$40,232,000 from the previous amount of \$47,200,000 to reflect the lower construction bid and savings realized by SANBAG during the construction phase as shown in Attachment A; and

WHEREAS, upon completion of the PROJECT, any shortage of funds or any surplus payments paid by any Party will be reconciled in a future amendment.

NOW, THEREFORE, the Parties do hereby mutually agree to amend the Contract as follows:

1. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to remove and replace paragraph 2 with the following language:

"2. In accordance with the Measure I 2010-2040 Strategic Plans ("Strategic Plan"), to be responsible for 61.6% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a total amount not to exceed \$24,783,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, SANBAG's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed \$26,662,000, consisting of \$24,419,000 and \$2,243,000 of STP and CMAQ funds respectively."

2. Amend Section II entitled "COUNTY RESPONSIBILITIES:" to remove and replace paragraph 2 with the following language:

"2. In accordance with the Strategic Plan, to be responsible for 0.2% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a total amount not to exceed \$80,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds and Advanced Funds for COUNTY, COUNTY's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed of \$64,000."

3. Amend Section III entitled "CITY RESPONSIBILITIES:" to remove and replace paragraph 1 with the following language:

"1. In accordance with the Strategic Plan, to be responsible for 38.2% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a total amount not to exceed \$15,369,000. However, after consideration of the all costs set forth in Attachment A through all phases of work, of the Advanced Funds and Advanced Funds for COUNTY, CITY's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed of \$13,506,000."

4. Amend Section IV entitled "IT IS MUTUALLY AGREED:" to remove and replace paragraph 2 with the following language:

- “2. The PROJECT CONSTRUCTION WORK costs have been determined to be \$40,232,000 as shown in Attachment A.”
5. Attachment A is deleted and replaced with the Attachment A, “Project Funding Table”, attached to this Amendment No. 2, and incorporated herein by this reference.
  6. Except as amended by this Amendment No. 2, all other provisions of the Contract shall remain in full force and effect.
  7. This Amendment may be signed in counterparts, each of which shall constitute an original.
  8. The Recitals are incorporated into the body of this Amendment No. 2 .
  9. The Contract and Amendment No. 1 are incorporated into this Amendment No. 2.
  10. This Amendment No. 2 shall be effective on the date executed by SANBAG.

**SIGNATURES ON FOLLOWING PAGE:**

**IN WITNESS WHEREOF, this Amendment has been executed below by the Parties.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF FONTANA**

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

By: \_\_\_\_\_  
Acquanetta Warren, Mayor  
City of Fontana

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

CONCURRENCE:

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

**SAN BERNARDINO COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Janice Rutherford, Chair

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
County Counsel

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

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**Attachment A**  
**Project Funding Table**





## CONTRACT SUMMARY SHEET

Contract No. C 10191 Amendment No. 3

By and Between

San Bernardino County Transportation Authority and County of San Bdo and C/o Fontana

Contract Description Right of Way Cooperative Agreement for I-10/Cherry Avenue Interchange

**Board of Director's Meeting Date:** January 8, 2014  
**Overview of BOD Action:** *This amendment is required to shift project funds from the Construction Phase to the ROW Phase to complete additional ROW work, which increases SANBAG's contribution by \$969,000 of Measure I Valley Freeway Interchange Bond Funds for a total contribution of \$6,130,000.*

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$ 3,646,000	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$ 5,161,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$ 969,000	Contingency Amendment	\$ \$0
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 6,130,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ \$6,130,000</b>

Contract Start Date 3/24/10	Current Contract Expiration Date 12/31/18	Revised Contract Expiration Date n/a
--------------------------------	--	---

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

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0826.

A Budget Amendment is required.

How are we funding current FY? MSI Valley - Fwy Interchange Bond Fund

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

MSI Valley - Fwy Interchange Bond Fund

Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Chad Costello

Project Manager (Print Name)

Gary Cohoe  
Task Manager (Print Name)

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

Jeffery Hill  
Contract Administrator (Print Name)

W STUWRSK  
Chief Financial Officer (Print Name)

[Signature] for C. Costello      11-20-13  
Signature      Date

[Signature] for G. Cohoe      11-20-13  
Signature      Date

[Signature]      11/21/13  
Signature      Date

[Signature]      11/21/13  
Signature      Date

**AMENDMENT NO. 3 TO  
COOPERATIVE AGREEMENT NO. C10191  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF FONTANA  
AND  
COUNTY OF SAN BERNARDINO  
FOR  
INTERCHANGE RECONSTRUCTION AT I-10 CHERRY AVENUE IN THE  
CITY OF FONTANA**

THIS AMENDMENT NO. 3 (Amendment) to Contract No. C10191 (Contract) is made by and between the San Bernardino County Transportation Authority (“SANBAG”), the County of San Bernardino (“COUNTY”) and the City of Fontana (“CITY”).

WHEREAS, SANBAG, COUNTY and CITY (the “Parties”) entered into Contract No. C10191 (“Contract”) on March 24, 2010, to cooperate and jointly participate in completing Right of Way (“ROW”) Work and related utility relocation work required to improve the Interstate 10 and Cherry Avenue Interchange, which includes the widening of Cherry Avenue from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 (“PROJECT”); and

WHEREAS, the Parties previously amended the Contract with Amendment No. 1 on December 5, 2012, to extend the expiration date throughout the duration of the PROJECT to December 31, 2018; and

WHEREAS, the Parties then amended the Contract with Amendment No. 2 on April 16, 2013, to increase the total budget to \$12,503,000 for completion of the ROW related Work required for the PROJECT; and

WHEREAS, the Parties desire to amend the Contract augmenting the ROW budget to complete additional ROW work, including additional coordination efforts related with utility, billboard, and cell tower relocations and staff support during construction; and

WHEREAS, the Parties also desire to update Attachment A to reconcile contributions of all Parties through completion of the ROW Phase and to reflect any Advanced Funds as positive or negative credits in the cost share calculations.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

1. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to delete paragraph 1 and replace it with the following language:

"1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 64.6% of the total eligible PROJECT ROW WORK expenses incurred by COUNTY for a total amount not to exceed \$8,400,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, SANBAG's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$6,130,000 and \$3,908,000 Measure I and STIP funds respectively."

2. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to delete paragraph 5.

3. Amend Section II entitled "COUNTY RESPONSIBILITIES:" to remove and replace paragraph 4, with the following language:

"4. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 22.7% of the total eligible PROJECT ROW WORK expenses incurred by COUNTY for a total amount not to exceed \$2,952,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, COUNTY's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$473,000."

4. Amend Section II entitled "COUNTY RESPONSIBILITIES:" to delete paragraph 12.

5. Amend Section III entitled "CITY RESPONSIBILITIES:" to remove and replace paragraph 1, with the following language:

"1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 12.7% of the total eligible PROJECT ROW WORK expenses incurred by COUNTY for a total amount not to exceed \$1,651,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, CITY's net responsibility for the total eligible PROJECT ROW WORK expenses incurred is an amount not to exceed \$2,492,000."

6. Amend Section III entitled "CITY RESPONSIBILITIES:" to delete paragraph 3.
7. Amend Section V entitled "IT IS MUTUALLY AGREED:" as follows:
  - a. Amend paragraph 2, to delete "\$12,503,000" as the PROJECT ROW Work costs and replace it with "\$13,003,000".
  - b. Delete paragraph 17.
  - c. Delete paragraph 18.
8. Attachment A and Attachment A-1 are deleted and replaced with Attachment A, "Project Funding Table", attached to and incorporated into this Amendment No. 3 by this reference.
9. Except as amended by this Amendment No. 3, all other provisions of the Contract shall remain in full force and effect.
10. This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.
11. The Recitals are incorporated into the body of this Amendment No. 3.
12. The Contract and Amendment Nos. 1 and 2 are incorporated into this Amendment No. 3.
13. This Amendment shall be effective on the date executed by SANBAG.

-----SIGNATURES ON FOLLOWING PAGE-----

**IN WITNESS WHEREOF, this Amendment has been executed by the Parties below.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF FONTANA**

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

By: \_\_\_\_\_  
Acquanetta Warren, Mayor  
City of Fontana

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

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

**SAN BERNARDINO COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Janice Rutherford, Chair

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
County Counsel

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

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**C10191-03**

**Attachment A**

**Project Funding Table**

**ATTACHMENT A (C10191-03 / C11091-04)**

**CHERRY INTERCHANGE COSTS AND FUNDING**  
(Rounded to thousands)

Date: 08/07/2010  
Data modified: 10/27/13; C Costello  
(Revised funding plan to shift \$500 K from Construction to R/W Phase.)

CHERRY  
Public Share = 64.6% of Project  
Development Share = 35.4% of Project  
County = 64.0% of Project  
City = 32.7% of Project  
County = 36.0% of Project  
City = 22.7% of Project

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY			CITY			Public Funds				Comments	
					NEXUS	CO-OP contribution	COUNTY CREDIT	NEXUS	CO-OP contribution	CITY CREDIT	NEXUS	MEASURE	CO-OP contribution (State)	STIP		TCIF
PA / ED	\$781		\$781	07/08	\$177	\$781	\$604	\$99	\$0	(\$99)	\$505	\$0			(\$505)	PA/ED phase by County
PS&E and Const. Support	\$6,600		\$6,600	11/12	\$1,498	\$1,785	\$2,237	\$838	\$123	(\$715)	\$4,364	\$2,742			(\$1,521)	6055-1 (Amendment No. 2)
<b>ROW</b>	<b>\$13,003</b>		<b>\$13,003</b>	<b>12/13</b>	<b>\$2,952</b>	<b>\$473</b>	<b>(\$2,479)</b>	<b>\$1,651</b>	<b>\$2,492</b>	<b>\$841</b>	<b>\$8,400</b>	<b>\$6,130</b>	<b>\$3,908</b>		<b>\$1,638</b>	<b>C10191-03 (Amendment No. 3)</b>
<b>CONSTRUCTION</b>	<b>\$60,281</b>	<b>\$1,215</b>	<b>\$59,066</b>	<b>12/14</b>	<b>\$13,408</b>	<b>\$13,046</b>	<b>(\$362)</b>	<b>\$7,501</b>	<b>\$7,475</b>	<b>(\$26)</b>	<b>\$38,157</b>	<b>\$8,025</b>		<b>\$30,520</b>	<b>\$388</b>	<b>C11091-04 (Amendment No. 4)</b>
TOTAL	\$60,666	\$1,215	\$79,450	\$0	\$18,035	\$18,035	\$0	\$10,090	\$10,090	\$0	\$51,325	\$16,887	\$3,908	\$30,520	\$0	

Note:

1. This Attachment A-1 is intended to highlight this specific R/W Amendment and Construction Amendment fund share responsibility by each party, shown in bold/italic font.
2. Other PS&E costs are to be funded separately in accordance with prior Design Cooperative Agreement C06055 already in place.
3. This amendment considers each party's specific nexus share percentage and is intended to equitably balance any current positive/negative credits related to Advanced Funds that have been considered within prior agreements.
4. STIP and TCIF funds directly reduce Measure as they are both Public funds in accordance with SANJAVG Policy 4000L.



## CONTRACT SUMMARY SHEET

Contract No. C 11091 Amendment No. 4

By and Between

San Bernardino County Transportation Authority and County of San Bdo and C/o Fontana

Contract Description Construction Cooperative Agreement for I-10/Cherry Avenue Interchange

<b>Board of Director's Meeting Date:</b> January 8, 2014	
<b>Overview of BOD Action:</b> <i>This amendment is required to shift project funds from the Construction Phase to the ROW Phase to complete additional ROW work. SANBAG commits \$30,520,000 TCIF and \$8,025,000 MSI Valley Fwy funds for the construction project.</i>	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	20,814,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	20,814,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	(293,000)	Contingency Amendment
			\$ \$0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>20,521,000</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$ 0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 20,521,000</b>

Contract Start Date 4/4/12	Current Contract Expiration Date 12/31/18	Revised Contract Expiration Date n/a
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.0826.				
<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 type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable - County (\$13,046,000); C/o Fontana (\$7,475,000)				

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

Chad Costello	
Project Manager (Print Name)	Signature
<u>Gary Coho</u>	<u>Gary Coho</u>
Task Manager (Print Name)	Date
<u>Andrea Zureick</u>	<u>10/31/13</u>
Dir. of Fund Admin. & Programming (Print Name)	Signature
<u>Jessica Hill</u>	<u>Andrea Zureick</u>
Contract Administrator (Print Name)	Date
<u>W. S. Williams</u>	<u>11/21/13</u>
Chief Financial Officer (Print Name)	Signature
<u>W. S. Williams</u>	<u>W. S. Williams</u>
	Date
	<u>11/29/13</u>

**AMENDMENT NO. 4 TO  
COOPERATIVE AGREEMENT NO. C11091  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
CITY OF FONTANA  
AND  
COUNTY OF SAN BERNARDINO  
FOR  
INTERCHANGE RECONSTRUCTION AT I-10 CHERRY AVENUE IN THE CITY OF  
FONTANA**

THIS AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT C11091 is made by and between the San Bernardino County Transportation Authority (“SANBAG”), the County of San Bernardino ( “COUNTY”) and the City of Fontana (“CITY”), (AUTHORITY, COUNTY and CITY are each a “Party” and collectively “Parties”).

WHEREAS, the Parties entered into Contract No. 11091 (“Contract”) on January 25, 2011, to cooperate and jointly participate in project Construction and Construction Support Services which are further described in Caltrans District Agreement No. 8-1496 for I-10/Cherry Avenue Interchange Improvements, (“PROJECT”); and

WHEREAS, the Parties approved Amendment No. 1 to the Contract on May 4, 2011, in order to increase the Interstate Maintenance Discretionary funds and modify the fund plan accordingly; and

WHEREAS, the Parties approved Amendment No. 2 to the Contract on November 16, 2011, to put forth other local public share federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds and utilize a “Letter of No Prejudice” (LONP) in lieu of Trade Corridor Improvement Funds (TCIF) and Measure I funds in order to preserve and maintain the project schedule; and

WHEREAS, the Parties approved Amendment No. 3 to the Contract, May 25, 2012, in order to put forth Trade Corridor Improvement Funds (TCIF) and Measure I funds in lieu of other local public share federal funds and suspend the “Letter of No Prejudice” (LONP) for the PROJECT; and

WHEREAS, Attachment A to this Amendment No. 4 has been updated to reconcile contributions of all Parties through completion of the Construction Phase and to reflect the Advanced Funds in the Parties' cost share calculations as positive or negative credits; and

WHEREAS, the Parties desire to amend the total estimated cost of Construction Work for PROJECT to \$60,281,000 from the previous amount of \$61,546,000 to reflect the lower construction bid and savings realized by SANBAG during the construction phase as shown in Attachment A; and

WHEREAS, upon completion of the PROJECT, any shortage of funds or any surplus payments paid by any Party will be reconciled in a future amendment.

NOW, THEREFORE, the Parties do hereby mutually agree to amend the Contract as follows:

1. Amend Section I entitled "SANBAG RESPONSIBILITIES:" to remove and replace paragraph 2 with the following language:

"2. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 64.6% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a total amount not to exceed \$38,157,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds, SANBAG's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed \$39,760,221, consisting of \$30,519,853 and \$8,025,445 of Trade Corridor Improvement Fund (TCIF) and Measure I Valley Freeway funds respectively."

2. Amend Section II entitled "COUNTY RESPONSIBILITIES:" to remove and replace paragraph 2 with the following language:

"2. In accordance with the Strategic Plan, to be responsible for 22.7% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a total amount not to exceed \$13,408,000. However, after consideration of all PROJECT costs set forth in Attachment A through all phases of work, and of the Advanced Funds and Advanced Funds for COUNTY, COUNTY's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed of \$13,046,000."

3. Amend Section III entitled "CITY RESPONSIBILITIES:" to remove and replace paragraph 1 with the following language:

"1. In accordance with the Strategic Plan, to be responsible for 12.7% of the total eligible PROJECT CONSTRUCTION WORK expenses incurred by SANBAG for a

total amount not to exceed \$7,501,000. However, after consideration of the all costs set forth in Attachment A through all phases of work, of the Advanced Funds and Advanced Funds for COUNTY, CITY's net responsibility for the total eligible PROJECT CONSTRUCTION WORK expenses incurred is an amount not to exceed of \$7,475,000."

4. Amend Section IV entitled "IT IS MUTUALLY AGREED:" to remove and replace paragraph 2 with the following language:  
  
"2. The PROJECT CONSTRUCTION WORK costs have been determined to be \$60,281,000 as shown in Attachment A."
5. Attachment A is deleted and replaced with the Attachment A, "Project Funding Table", attached to this Amendment No. 4, and incorporated herein by this reference.
6. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
7. This Amendment may be signed in counterparts, each of which shall constitute an original.
8. The Recitals are incorporated into the body of this Amendment No. 4.
9. The Contract and Amendment Nos. 1, 2 and 3 are incorporated into this Amendment No. 4.
10. This Amendment No. 4 shall be effective on the date executed by SANBAG.

**SIGNATURES ON FOLLOWING PAGE:**

**IN WITNESS WHEREOF, this Amendment has been executed below by the Parties.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF FONTANA**

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

By: \_\_\_\_\_  
Acquanetta Warren, Mayor  
City of Fontana

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

**CONCURRENCE:**

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

**SAN BERNARDINO COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Janice Rutherford, Chair

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
County Counsel

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

**Attachment A**

**Project Funding Table**

Project Name	Funding Source	Amount
Project A	Source 1	\$100,000
Project B	Source 2	\$200,000
Project C	Source 3	\$150,000
Project D	Source 4	\$300,000
Project E	Source 5	\$250,000
Project F	Source 6	\$180,000
Project G	Source 7	\$220,000
Project H	Source 8	\$120,000
Project I	Source 9	\$280,000
Project J	Source 10	\$160,000

**ATTACHMENT A (C10191-03 / C11091-04)**

**CHERRY INTERCHANGE COSTS AND FUNDING**  
(Rounded to thousands)

Date: 09/07/2010  
Data modified: 10/11/13; C.Castello  
[Revised funding plan to shift \$500 K from Construction to R/W Phase.]

CHERRY  
Public Share = 64.0% of Project  
Development Share = 35.4% of Project  
County = 22.7% of Project  
City = 12.7% of Project

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY		CITY		Public Funds			Comments		
					CD-OP contribution	COUNTY CREDIT	NEBUS 22.7%	CD-OP contribution	CITY CREDIT	NEBUS 64.0%	MEASURE		CO-OP contribution (Subs)	STIP
PA / ED	\$781		\$781	07/08	\$781	\$804	\$88	\$0	(\$99)	\$205	\$0	(\$205)		
PS&E and Const. Support	\$5,800		\$5,800	11/12	\$3,735	\$2,237	\$838	\$123	(\$715)	\$4,264	\$2,742	(\$1,522)		PA/ED phase by County 8955-1 (Amendment No. 2)
<b>ROW</b>	<b>\$13,003</b>		<b>\$13,003</b>	<b>12/13</b>	<b>\$473</b>	<b>(\$2,479)</b>	<b>\$1,651</b>	<b>\$2,492</b>	<b>\$841</b>	<b>\$8,400</b>	<b>\$6,130</b>	<b>\$1,638</b>		<b>C10191-03 (Amendment No. 3)</b>
<b>CONSTRUCTION</b>	<b>\$60,281</b>	<b>\$1,215</b>	<b>\$59,066</b>	<b>12/14</b>	<b>\$13,046</b>	<b>(\$362)</b>	<b>\$7,501</b>	<b>\$7,475</b>	<b>(\$26)</b>	<b>\$38,157</b>	<b>\$8,025</b>	<b>\$388</b>		<b>C11091-04 (Amendment No. 4)</b>
<b>TOTAL</b>	<b>\$80,665</b>	<b>\$1,215</b>	<b>\$79,450</b>	<b>\$0</b>	<b>\$18,035</b>	<b>\$0</b>	<b>\$10,090</b>	<b>\$10,090</b>	<b>\$0</b>	<b>\$51,325</b>	<b>\$16,897</b>	<b>\$0</b>		

Note:

1. This Attachment A-1 is intended to highlight this specific R/W Amendment and Construction Amendment fund share responsibility by each party, shown in bold/italic font.
2. Other PS&E costs are to be funded separately in accordance with prior Design Cooperative Agreement C08055 already in place.
3. This amendment considers each party's specific Nexus share percentage and is intended to equally balance any current positive/negative credits related to Advanced Funds that have been considered within prior agreements.
4. STIP and TCF funds directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 4000L.



- 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:** December 12, 2013

**Subject:** Interstate 10/University Street Interchange Improvement Project

**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 Cooperative Agreement No. R14088 between the City of Redlands and SANBAG for Project Management, Planning, Environmental, Design, Right-of-Way, and Construction services necessary for the development of the Interstate 10 University Street Interchange project for an amount not to exceed \$5,200,000 funded with \$4,187,100 of Measure I Valley Freeway Interchange funds and a City of Redlands contribution of \$1,012,900.
2. Waive the five-year contract term limitation set forth in Policy 11000.

**Background:** The Interstate 10 (I-10) University Street Interchange is the fourth highest priority in the Measure I 2010-2040 Freeway Interchange Program. University Street is a north-south arterial in the City of Redlands. Its westbound on-ramp and eastbound off-ramp form a tight half-diamond interchange with I-10. During peak hours this location experiences high levels of traffic congestion resulting in vehicles backing up onto the freeway when waiting to exit the eastbound off-ramp. As a result, the City has requested to move forward with improvements to the I-10 University Street Interchange.

\*

*Approved*  
 Board Metro Valley Study Session

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

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

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

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

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

In September 2013 the SANBAG Board of Directors approved the Memorandum of Understanding No. C13168 (MOU) between the San Bernardino County Transportation Authority (SANBAG) and the City 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 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. For this reason, both agencies jointly developed this Cooperative Agreement, No. 14088 to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the I-10/University Street Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of work, except that Resolutions of Necessity for involuntary right-of-way acquisition, if needed, will be heard at either the California Transportation Commission or the City, if the City so requests.

Exhibit A of Contract C14088 provides the estimated cost by phase and the Public and Development Share contribution amounts based on the concept shown. These costs are assumed for a low level environmental document with improvements limited to the University Street and I-10 eastbound ramps only. The Public Share amount of \$4,187,100 will be funded by Measure I Valley Freeway Interchange Funds. Additionally, staff has identified an estimated cost of \$100,000 for SANBAG Management of the Project. This will be fully funded by the City in accordance with Measure I Strategic Plan Policy 40005/VFI-34. It is anticipated that the City will be seeking a loan against their Measure I Major Streets Arterial Funds in accordance with Measure I Strategic Plan Policy 40005/VFI-23 for a portion of the Developer Share.

The termination date of the subject cooperative agreement is the earlier of the Project Notice of Completion recordation date or September 30, 2021. It is expected that the duration of all phases of the Project will exceed five years, therefore staff requests a waiver of the five-year contract term limitation set forth in Policy 11000.

To prepare the Project Study Report (PSR), Project Approval and Environmental Document (PA/ED), and the Plans, Specifications, and Estimates (PS&E) for this project a consultant contract must be in place. The scope of work will be broad due to the fact that this small scale project has a short duration and it would be more efficient to hold a single procurement. The release of the Request for Proposals is anticipated to be advertised early 2014 upon approval by the Executive Director per Contracting Procurement Policy 11000, Section VII.B.1.

ROW services will be provided by one of three On-Call Right-of-Way consultants. The services will be competitively bid and awarded to the firm based

on the best response to the scope of work distributed to each of the firms. Services include acquisition and utility relocation activities leading up to the ROW certification such as utility coordination and establishment of eminent domain, demolition, property management and hazardous materials testing activities.

Staff requests authorization to move these recommendations forward to the SANBAG Board of Directors for approval.

**Financial Impact:** This item is consistent with the approved 2013/2014 Fiscal Year Budget.

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

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



## CONTRACT SUMMARY SHEET

Contract No. R 14088 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and City of Redlands

Contract Description I-10 University Planning, PS&E, R/W & Construction Cooperative Agreement

**Board of Director's Meeting Date:** January 8, 2014

**Overview of BOD Action:** none

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	1,012,900.00	Original Contingency Amount	\$	0
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>1,012,900.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 1,012,900.00</b>

**Contract Start Date**  
1/8/14

**Current Contract Expiration Date**  
9/30/21

**Revised Contract Expiration Date**

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

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0899.

A Budget Amendment is required.

How are we funding current FY? \$100,000 City of Redlands

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

\$1,012,900 City of Redlands funds.

Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Barbara Fortman

Project Manager (Print Name)

Gary Cohoe

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)

Barbara Fortman 11.27.13

Signature Date

Gary Cohoe 11/27/13

Signature Date

Andrea Zureick 11/27/13

Signature Date

Jeffery Hill 11/27/13

Signature Date

W Stawarski 11/27/13

Signature Date

**COOPERATIVE AGREEMENT NO. R14088**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF REDLANDS**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,  
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW) AND  
CONSTRUCTION PHASES OF THE INTERCHANGE AT UNIVERSITY STREET AND  
INTERSTATE 10 IN THE CITY OF REDLANDS**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of REDLANDS (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or September 30, 2021, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the Interstate 10 at University Street Interchange in the City of REDLANDS; and
- B. WHEREAS, planned improvements include ramp widening on the Interstate 10 at University Street, including intersection work, turning lanes and striping as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW (to include both ROW Acquisition and Utility Relocations) and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$5,200,000 which includes \$100,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, Utility Relocation and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$100,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$5,100,000 which shall be funded with 17.9% Development Share funds and 82.1% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan.

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to

be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW and Construction phases of the PROJECT cost an amount not to exceed \$4,187,100, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$4,187,100 without an amendment to this Agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management and Oversight, Planning, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the City's Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW, and Construction documents.

#### **IV. CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$912,900 towards the Planning, Environmental, PS&E, ROW, Utility Relocation and Construction phases of the PROJECT cost and \$100,000 for SANBAG management for an amount not to exceed \$1,012,900 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$1,012,900 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG oversight and management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, and ROW documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of Municipal Utilities and Engineering is authorized to act on behalf of CITY under this Section of the Agreement.

#### **V. MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW, and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the

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

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY or September 30, 2021, whichever is sooner. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this

Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be

in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to **CITY:** Fred Mousavipour  
Director Municipal Utilities and Engineering  
35 Cajon Street, Suite 15A  
REDLANDS, CA 92373  
Telephone: (909) 798-7698

- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
- T. Attachment A (Project Scope, Project Cost Estimate and Funding Shares, and Project Milestones) and Attachment B (Conceptual Layout) are attached to and incorporated into this Agreement.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. R14088  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF REDLANDS**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF REDLANDS**

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

By: \_\_\_\_\_  
Pete Aguilar, Mayor

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

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

**APPROVED AS TO FORM**

**APPROVED AS TO FORM AND  
PROCEDURE:**

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

By: \_\_\_\_\_  
Daniel J. McHugh  
CITY Counsel

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

## Attachment A

### Project Scope:

The PROJECT will improve the Interstate 10/University Street interchange ramps, including intersection work, turning lanes and striping. It is anticipated that **AUTHORITY** will be lead on all phases of work.

### Project Cost Estimate\* and Funding Shares:

Public Share: 82.1%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 17.9%

Local Jurisdictional Split of the DIF Share: Redlands 100%

Phase	Estimated Cost*	Public Share**	Development Share
Project Study Report/Project Development Support Project Initiation Document (PSR/PDS)	\$50,000	\$41,050	\$8,950
Project Approval and Environmental	\$150,000	\$123,150	\$26,850
Design	\$240,000	\$197,040	\$42,960
Right-of-Way (includes Acquisition and Utility Relocations, but excludes condemnation costs)	\$260,000	\$213,460	\$46,540
Construction (Includes Construction Management & Landscaping)	\$4,400,000	\$3,612,400	\$787,600
SANBAG Project Management	\$100,000	\$0	\$100,000
<b>Total</b>	<b>\$5,200,000</b>	<b>\$4,187,100</b>	<b>\$1,012,900</b>

\* Project estimate is based on conceptual level layouts as PSR/PDS has not been completed. Coordination with Caltrans has not occurred therefore the level of environmental and engineering documents have not been defined nor have encroachment fees been addressed. Costs based on low level environmental document and no encroachment fees are included. Construction Phase cost includes approximately \$200,000 for landscaping.

\*\* It is anticipated that the Public Share will be funded with Measure I Valley Freeway Interchange Funds, however, the Public Share can be from other sources under control of SANBAG without necessitating an amendment of this AGREEMENT so long as an allocation is approved by the SANBAG Board.

**Project Milestones:**

<b>Milestone</b>	<b>Forecast</b>
<b>Start of Project</b>	<b>September 2013</b>
<b>PSR/PDS Approval</b>	<b>September 2014</b>
<b>Environmental Approval</b>	<b>April 2016</b>
<b>Design Approved/ROW Certified</b>	<b>April 2018</b>
<b>Construction Notice to Proceed</b> (Assumes no federal authorization required. For federal authorization add three months.)	<b>June 2018</b>
<b>Completed for Beneficial Use</b>	<b>June 2019</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: 8

**Date:** December 12, 2013

**Subject:** State Route 60 (SR 60) Central Avenue Interchange Improvement Project

**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 Cooperative Agreement No. C14046 for \$310,000 with California Department of Transportation District 8 for the review and approval associated with the combined Project Study Report/Project Report (PSR/PR) for the SR 60 Central Avenue Interchange Improvement Project.
2. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR 60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$15,692,200; the CITY's portion is \$9,556,613.60 including \$800,000 for SANBAG's Project Management; and Public's Share of \$6,135,586.40.
3. Waive the five-year contract term limitation set forth in Policy 11000.
4. Authorize the release of Request for Proposals (RFP) 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR 60 Central Avenue Interchange Improvement Project.

\*

	<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	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.

MVSS1312d-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R14050.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R14017.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/RFP14045.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C14046 Agreement 1561 9-25-13.docx>

***Background:***

The 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 and forms a tight diamond interchange with SR 60 (See Attachment A for Conceptual Layout). 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 proposed project will widen the existing eastbound and westbound on ramps and widen the Central Avenue Bridge Overcrossing to accommodate vehicular, bike, and pedestrian traffic.

To commence the project development, the Memorandum of Understanding (MOU) No. C14017 with the City of Chino was approved by the Board on October 2, 2013, for the development of the SR 60 Central Avenue Interchange project. The MOU did 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.

The City requested that SANBAG be the lead agency for all phases of work. For this reason, both agencies jointly developed this Cooperative Agreement No. R14050 to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR 60 Central Avenue Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of work, except that Resolutions of Necessity for involuntary right-of-way acquisition, if needed, will be heard at either the California Transportation Commission or the City, if the City so requests. Exhibit A of Contract No. R14050 provides the estimated cost by phase and the Public and Development Share contribution amounts based on the concept shown. These costs are assumed for a low level environmental document with improvements limited to the local streets and SR 60 on-ramps only.

The Public Share amount of \$6,135,586.40 will be funded by Measure I Valley Freeway Interchange Funds. Additionally, staff has identified an estimated cost of \$800,000 for SANBAG Management of the Project. This will be fully funded by the City in accordance with Measure I Strategic Plan Policy 40005/VFI-34. When coordination with Caltrans occurs and the level of study for the environmental and engineering studies is known the costs included within this agreement will be reviewed. If the costs increase then the agreement will be amended.

The termination date of the subject cooperative agreement is the earlier of the Project Notice of Completion recordation date or June 30, 2020. It is expected that the duration of all phases of the Project will exceed five years, therefore staff requests a waiver of the five-year contract term limitation set forth in Policy 11000.

Under Cooperative Agreement C14046, Caltrans recommends combining the initiation documents with the environmental phase to save cost and schedule. The combined document will be a Project Study Report/Project Report (PSR/PR). Government Code 65086.5 authorizes Caltrans to prepare project initiation documents for projects sponsored by Local Agencies, or review and approve planning documents developed by others as reimbursed work. Caltrans' estimated cost is \$310,000. SANBAG will be reimburse the State for actual costs. The amount is consistent with SR-210/Base Line Interchange cooperative agreement for similar scope. A separate agreement will follow for the right of way, final design and construction phases.

The next step in the development of the Project is the circulation of the RFP for combined PSR/PR&ED and PS&E services. The attached RFP 14045 is prepared for January 9, 2014, issuance pending Board approval.

ROW services will be provided by one of three On-Call Right-of-Way consultants. The services will be competitively bid and awarded to the firm based on the best response to the scope of work distributed to each of the firms. Services include acquisition and utility relocation activities leading up to the ROW certification such as utility coordination and establishment of eminent domain, demolition, property management and hazardous materials testing activities.

Staff is recommending Board approval of Cooperative Agreement No. C14046 for \$310,000 with California Department of Transportation District 8 for the review and approval associated with the combined Project Study Report/Project Report, Cooperative Agreement No. R14050 with the City of Chino for PSR/PR&ED, PS&E, ROW, and Construction phases; and to authorize the release of RFP 14045 to procure the services of a consultant to prepare PSR/PR&ED and PS&E for the SR 60 Central Interchange Improvement Project.

**Financial Impact:** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget. Task No. 0893. The funding source is Measure I Valley Freeway Interchange Bond Fund and Local Funds.

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

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



## CONTRACT SUMMARY SHEET

Contract No. C 14046 Amendment No. 0

By and Between

San Bernardino Associated Governments and California Department of Transportation

Contract Description SR-60 Central Avenue Interchange Project

**Board of Director's Meeting Date:** January 4, 2014  
**Overview of BOD Action:** Caltrans oversight of the Project Study Report/Project Report

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	310,000.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	0.00
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>310,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0.00</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 310,000.00</b>

Contract Start Date February 1, 2014	Current Contract Expiration Date 6/30/15	Revised Contract Expiration Date
---	---	----------------------------------

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

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0893.

A Budget Amendment is required.

How are we funding current FY? Measure I Valley Freeway Bond Funds and City of Chino Local Funding

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract: Measure I Valley Freeway Interchange Bond Funds and City of Chino Local Funding

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Mary Brown

Project Manager (Print Name)

Gary Cohoe

Task Manager (Print Name)

Andrea Zwick

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

Jeffery Hill

Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

**PID (PSR-PR)**  
**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 public corporation/entity, acting in its capacity as the San Bernardino County Transportation Commission, referred to hereinafter as SANBAG.

**RECITALS**

1. CALTRANS and SANBAG, hereinafter referred to as PARTNERS and individually referred to as PARTNER, 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. Government Code section 65086.5 authorizes CALTRANS to (i) prepare project initiation documents (PID) for projects sponsored by Local Agencies, or (ii) review and approve PIDs developed by others, as reimbursed work.
3. WORK completed under this Agreement contributes toward the completion of a PROJECT STUDY REPORT-PROJECT REPORT (PSR-PR) for improvements on State Route 60 (SR-60) Central Interchange in the city of Chino within the SHS, referred to as PROJECT.
4. PARTNERS will cooperate to complete PID (PSR-PR).
5. There are no prior PROJECT-related cooperative agreements.
6. No PROJECT deliverables have been completed prior to this Agreement.
7. PARTNERS hereby set forth the terms, covenants and conditions of this Agreement, under which they will accomplish WORK.

**DEFINITIONS**

**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://dot.ca.gov>.

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this Agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this Agreement.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FUNDING PARTNER** – A PARTNER who is fully funding WORK.

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

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

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

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

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. 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.

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

**PID (Project Initiation Document)** – The project component that includes the activities required to deliver the project initiation document for PROJECT.

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

**PSR-PDS** – Project Study Report-Project Development Support.

**PSR-PR** – Project Study Report-Project Report

**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.

**REIMBURSED WORK –**

- (1) CALTRANS' review and approval of the PSR–PR prepared by SANBAG;
- (2) CALTRANS providing relevant proprietary information in the form of existing data dumps, spreadsheets, and maps;
- (3) CALTRANS' participation in the project delivery team (PDT) meetings.
- (4) Work performed by CALTRANS towards IQA and QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM).

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

**SHS** – State Highway System.

**WORK** – All scope and cost commitments included in this Agreement.

**RESPONSIBILITIES**

8. SANBAG is the only FUNDING PARTNER for this Agreement. SANBAG's funding commitment is 100% of WORK cost.
9. CALTRANS shall perform REIMBURSED WORK.
10. CALTRANS is the CEQA lead agency for PROJECT.
11. SANBAG is the CEQA responsible agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. SANBAG is IMPLEMENTING AGENCY for PID (PSR–PR).

**SCOPE**

**Scope: General**

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.

15. As a part of REIMBURSED WORK, CALTRANS will review and approve the PSR-PR prepared by SANBAG, will provide relevant proprietary information in the form of existing data dumps, spreadsheets and maps, and will actively participate in the project delivery team (PDT) meetings.
16. As a part of REIMBURSED WORK, CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing IQA to verify that QC/QA meets department standards and determination that the WORK is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by SANBAG under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
17. As a part of REIMBURSED WORK, CALTRANS will perform its QC/QAP process review for environmental documentation.
18. PARTNERS may, at their own expense, have representatives observe any scope, cost, or schedule commitments performed by another PARTNER. Observation does not constitute authority over those commitments.
19. Each PARTNER will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS may invite each other to participate in the selection of any consultants who participate in WORK.
21. 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.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Permits will be issued at no cost to SANBAG.

Contractors/Consultants and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

23. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser) and if applicable, the guidance provided in the FHWA Environmental Guidebook available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm).

24. CALTRANS will be the CEQA Lead Agency and SANBAG will be a CEQA Responsible Agency. CALTRANS will be the NEPA Lead Agency, if NEPA applies. CALTRANS will assess PROJECT impacts on the environment and SANBAG will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if NEPA applies, NEPA. SANBAG will submit to CALTRANS all investigative studies and technical environmental reports for CALTRANS' review, comment, and approval as the CEQA Lead Agency and if NEPA applies, CALTRANS' review, comment and approval as the NEPA Lead Agency. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require CALTRANS' review, comment, and approval as the CEQA Lead Agency and if NEPA applies, CALTRANS' review, comment, and approval as the NEPA Lead Agency, prior to public availability.
25. If SANBAG discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and SANBAG will notify CALTRANS 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 PARTNERS share documents with each other.  
  
PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
27. If a PARTNER receives a public records request pertaining to WORK under this Agreement, 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 PROJECT.
28. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found 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 the title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on 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 monthly progress reports during the implementation of WORK in that component.
35. 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.
36. PARTNERS will confer on any claim that may affect WORK 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 claims.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this Agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final voucher, whichever is later.
38. 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), and SANBAG will have access to all WORK-related records of each PARTNER, and any party hired by a PARTNER to participate in WORK, 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 WORK-related records needed for the audit.

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

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

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. If WORK stops for any reason, PARTNERS are still obligated 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.
40. SANBAG will complete the activities assigned to it on the SCOPE SUMMARY, which is attached to and made a part of this Agreement. CALTRANS will complete the activities that are assigned to it on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included within the scope of this Agreement.

**Scope: Project Initiation Document (PSR-PR)**

41. CALTRANS will identify the necessary resource agency permits, agreements, and/or approvals for PROJECT.
42. CALTRANS will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals.
43. SANBAG will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of SANBAG by a Civil Engineer registered in the State of California.
44. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
45. As a part of REIMBURSED WORK, CALTRANS will provide SANBAG with relevant and readily available information in the form of data dumps, spreadsheets and maps, and will actively participate in the project delivery team (PDT) meetings.
46. CALTRANS will complete a review of the draft PID and provide its comments to the SANBAG within 60 calendar days from the date CALTRANS received the draft PID

from SANBAG. SANBAG will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SANBAG, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from SANBAG.

47. After SANBAG revises the PID to address all of CALTRANS' comments and submits the revised PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised PID within 30 calendar days from the date CALTRANS received the revised PID from SANBAG. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, SANBAG will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30-day CALTRANS review period will be stalled during that time and will continue to run after SANBAG provides the required data.
48. PID preparation, except as set forth in this Agreement, is to be performed by SANBAG. Should SANBAG request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, SANBAG shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.
49. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTNERS hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTNER(S) hereto.
50. This Agreement may be terminated at any time, in writing, by mutual agreement of PARTNERS. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

### COST

#### **Cost: General**

51. SANBAG will secure funds for all WORK. Any change to the funding commitments outlined in this Agreement requires an amendment to this Agreement.
52. The cost to comply with and implement the commitments set forth in the environmental documentation is at SANBAG's cost.
53. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is at SANBAG's cost.
54. CALTRANS will provide encroachment permits to SANBAG, their contractors, consultants and agents, at no cost.
55. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose actions, or lack of action, caused the levy.

56. 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, SANBAG accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

CALTRANS may request reimbursement for these costs during the amendment process.

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

58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

**Cost: Project Initiation Document (PSR-PR)**

59. SANBAG agrees to pay CALTRANS, an amount not to exceed \$310,000.

60. CALTRANS will invoice SANBAG for a deposit of \$31,000 upon execution of this Agreement. SANBAG will pay invoices within 30 calendar days of receipt.

61. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.

62. After PARTNERS agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

**SCHEDULE**

63. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

64. 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.

65. All WORK by CALTRANS under the terms of this Agreement is subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

66. Neither 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 CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

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

67. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors and/or its agents 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 defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, 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, its contractors, sub-contractors and/or its agents under this Agreement.

68. 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 WORK different from the standards imposed by law.
69. Thus SANBAG shall reimburse CALTRANS for the services provided by CALTRANS, as stipulated in this Agreement, for direct and indirect costs or direct only costs, as governed by the current law. The current law is highlighted in Exhibit A which is attached to and made a part of this Agreement. Exhibit A can be updated by PARTIES even without a formal AMENDMENT whenever there is a change in the law.
70. PARTNERS will not assign or attempt to assign WORK to parties not signatory to this Agreement.
71. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
72. 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.

73. 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.
74. If any PARTNER defaults in its WORK, 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.
75. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG 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 WORK in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling WORK, any other PARTNER may seek equitable relief to ensure that WORK continues.

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.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
77. 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.
78. PARTNERS intend this Agreement to be their final expression and to supersede any oral understanding or writings pertaining to WORK.
79. 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. The CEQA Lead Agency and if NEPA applies, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
80. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to WORK obligation cost.

81. The following documents are attached to, and made an express part of this Agreement:  
**SCOPE SUMMARY.**
82. This Agreement will terminate 180 days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing, but no later than June 30, 2015. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual 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.

-----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**

**Approved:**

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

**Certified as to funds:**

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

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**Approved:**

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

**Attest:**

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

**Approved as to form:**

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

**Concurrence:**

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

**SCOPE SUMMARY (PSR-PR)**

4	5	6	7	8	Description	CALTRANS	SANBAG	NA
0	100				PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05			QUALITY MANAGEMENT PLAN		X	
		10			RISK MANAGEMENT PLAN		X	
		15			COMMUNICATION PLAN		X	
		20			PROJECT DEVELOPMENT TEAM MTGS		X	
		30			CO-OP AGREEMENT FOR PSR-PR REIMBURSEMENT	X		
		40			CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150				ALL WBS 150 TASK TO BE DONE UNDER WBS 160.05 AND 160.10	X	X	
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT	X	X	
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING		X	
			10		GEOLOGICAL HAZARDS REVIEW			X
			15		UTILITY SEARCH		X	
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION		X	
			25		TRAFFIC FORECASTS/MODELING		X	
			30		SURVEYS AND MAPS FOR PSR/PR		X	
			05		REGULAR SURVEYS AND MAPS FOR PSR/PR		X	
			10		ACCELERATED ENGINEERING SURVEYS			X
			35		PROBLEM DEFINITION		X	
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY		X	
			90		INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS		X	
		10			INITIAL ALTERNATIVES DEVELOPMENT		X	
			05		PUBLIC/LOCAL AGENCY INPUT		X	
			10		VALUE ANALYSIS		X	
			15		CONCEPT ALTERNATIVES DEVELOPMENT		X	
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS		X	
		15			ALTERNATIVES ANALYSIS		X	
			05		RIGHT OF WAY DATA SHEETS		X	
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT		X	
			15		RAILROAD INVOLVEMENT DETERMINATION			X
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)		X	
			25		PRELIMINARY MATERIALS REPORT		X	
			30		STRUCTURES ADVANCE PLANNING STUDY		X	
			05		STRUCTURES PRELIMINARY GEOTECHNICAL REPORT		X	
			10		STRUCTURES PRELIMINARY HYDRAULICS REPORT		X	
			15		STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT		X	

		20	STRUCTURES PRELIMINARY MAINTENANCE REPORT		X	
		25	STRUCTURES PRELIMINARY CONSTRUCTION PLAN		X	
		30	STRUCTURES ADVANCE PLANNING REPORT		X	
		99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS		X	
		35	MULTIMODAL REVIEW			X
		40	HYDRAULIC REVIEW		X	
		45	TRAFFIC CAPACITY ANALYSIS		X	
		50	TRAFFIC STUDIES		X	
		55	CONSTRUCTION ESTIMATES		X	
		60	PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
		99	OTHER ALTERNATIVE ANALYSIS PRODUCTS		X	
	20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT			X
		05	INITIAL NOISE STUDY			X
		10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT			X
		15	SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW			X
		20	INITIAL NEPA/404 COORDINATION			X
		25	INITIAL BIOLOGY STUDY			X
		30	INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES			X
		40	INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES			X
		45	INITIAL AIR QUALITY STUDY			X
		50	INITIAL WATER QUALITY STUDIES			X
		55	INITIAL FLOODPLAIN STUDY			X
		60	PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION			X
		65	INITIAL PALEONTOLOGY STUDY			X
		70	INITIAL NATIVE AMERICAN COORDINATION			X
		99	OTHER PEAR PRODUCTS			X
	25		APPROVED PID [PSR PSSR ETC.] (to be done under WBS 180.05)		X	
		05	DRAFT PID		X	
		10	EXCEPTIONS TO DESIGN STANDARDS		X	
		15	ACCESS MODIFICATION REQUEST			X
		20	PID CIRCULATION REVIEW AND APPROVAL			X
		25	STORM WATER DATA REPORT		X	
		30	DRAFT PROJECT REPORT AS PART OF A PSR/PR PROGRAMMING DOCUMENT		X	
		05	COST ESTIMATES FOR ALTERNATIVES		X	
		10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X	
		15	EXCEPTIONS TO ENCROACHMENT POLICY		X	
		20	DRAFT PROJECT REPORT AS PART OF A PSR/PR PROGRAMMING DOCUMENT			X
		25	DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL			X
		99	OTHER PID PRODUCTS			X
	35		REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			X

		40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT	X	X	
			50	ENVIRONMENTAL COMMITMENT RECORD		X	
			55	NEPA ASSIGNMENT	X		
		45		BASE MAPS AND PLAN SHEETS FOR PROJECT INITIATION DOCUMENTS		X	
2	160			PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)	X	X	
		05		UPDATED PROJECT INFORMATION (INCLUDE APPLICABLE ITEMS FROM 150.05 AND 150.10)		X	
		10		ENGINEERING STUDIES (INCLUDE APPLICABLE ITEMS FROM 150.15 AND 150.25)		X	
		15		DRAFT PSR/PR		X	
		20		ENGINEERING AND LAND NET SURVEYS		X	
		30		ENVIRONMENTAL STUDY REQUEST (ESR)		X	
		40		NEPA ASSIGNMENT	X		
		45		BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2	165			PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT	X	X	
		05		ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PROJECT INITIATION DOCUMENT		X	
		10		GENERAL ENVIRONMENTAL STUDIES		X	
		15		BIOLOGICAL STUDIES		X	
		20		CULTURAL RESOURCE STUDIES		X	
			05	ARCHAEOLOGICAL SURVEY		X	
			05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
			10	NATIVE AMERICAN CONSULTATION		X	
			15	RECORDS AND LITERATURE SEARCH		X	
			20	FIELD SURVEY		X	
			25	ARCHAEOLOGICAL SURVEY REPORT		X	
			99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
			10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
			05	NATIVE AMERICAN CONSULTATION		X	
			10	EXTENDED PHASE I PROPOSAL		X	
			15	EXTENDED PHASE I FIELD INVESTIGATION		X	
			20	EXTENDED PHASE I MATERIALS ANALYSIS		X	
			25	EXTENDED PHASE I REPORT		X	
			99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
			15	PHASE II ARCHAEOLOGICAL STUDIES		X	
			05	NATIVE AMERICAN CONSULTATION		X	
			10	PHASE II PROPOSAL		X	
			15	PHASE II FIELD INVESTIGATION		X	
			20	PHASE II MATERIALS ANALYSIS		X	
			25	PHASE II REPORT		X	

			99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
		20		HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	
			05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
			10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
			15	HISTORIC RESOURCE EVALUATION REPORT - ARCHITECTURE (HRER)		X	
			20	BRIDGE EVALUATION		X	
			99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
		25		CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
			05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
			10	PRC 5024.5 CONSULTATION		X	
			15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT		X	
			20	FINDING OF EFFECT		X	
			25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
			30	MEMORANDUM OF AGREEMENT		X	
			99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
		25		DRAFT ENVIRONMENTAL DOCUMENT OR CATEGORICAL EXEMPTION/EXCLUSION	X	X	
			10	SECTION 4(F) EVALUATION	X		
			20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
			25	APPROVAL TO CIRCULATE RESOLUTION	X		
			30	ENVIRONMENTAL COORDINATION		X	
			99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS		X	
		30		NEPA ASSIGNMENT	X		
2	170			PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PSR/PR AND ED COMPONENT	X	X	
		05		REQUIRED PERMITS		X	
		15		RAILROAD AGREEMENTS		X	
		20		FREEWAY AGREEMENTS		X	
		25		AGREEMENT FOR MATERIAL SITES		X	
		30		EXECUTED MAINTENANCE AGREEMENT		X	
		40		ROUTE ADOPTIONS		X	
		45		MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)		X	
		55		NEPA ASSIGNMENT	X		
2	175			CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X	X	
		05		DED CIRCULATION		X	
		10		PUBLIC HEARING		X	
		15		PUBLIC COMMENT RESPONSES AND CORRESPONDENCE		X	
		20		PROJECT PREFERRED ALTERNATIVE		X	
		25		NEPA ASSIGNMENT	X		

2	180			PREPARE AND APPROVE (PSR/PR) AND FINAL ENVIRONMENTAL DOCUMENT	X	X	
		05		FINAL PSR/PR			X
		10		FINAL ENVIRONMENTAL DOCUMENT	X	X	
			05	APPROVED FINAL ENVIRONMENTAL DOCUMENT	X	X	
			05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW	X		
			10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT			X
			15	SECTION 4(F) EVALUATION	X		
			20	FINDINGS	X		
			25	STATEMENT OF OVERRIDING CONSIDERATIONS	X		
			30	CEQA CERTIFICATION	X		
			40	SECTION 106 CONSULTATION AND MOA	X		
			45	SECTION 7 CONSULTATION	X		
			50	FINAL SECTION 4(F) STATEMENT	X		
			55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X		
			60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X		
			65	SECTION 404 COMPLIANCE	X		
			70	MITIGATION MEASURES	X		
			10	PUBLIC DISTRIBUTION OF FINAL ENVIRONMENTAL DOCUMENT AND RESPOND TO COMMENTS	X		
			15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT			X
			99	OTHER FINAL ENVIRONMENTAL DOCUMENT PRODUCTS			X
		15		COMPLETED ENVIRONMENTAL DOCUMENT	X	X	
			05	RECORD OF DECISION (NEPA)	X		
			10	NOTICE OF DETERMINATION (CEQA)	X		
			20	ENVIRONMENTAL COMMITMENTS RECORD			X
			99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS			X
		20		NEPA ASSIGNMENT	X		

**Exhibit A**

**Beginning in Fiscal Year 2012-13, the California Department of Transportation shall exempt Project Initial Document development and oversight services reimbursed from local government agencies from full cost recovery as outlined in Caltrans' Indirect Cost Recovery Plan. Local government agencies shall be obligated to reimburse only direct costs to Caltrans for work under the Transportation Planning Program (40 Program).**

**For additional detail, reference Assembly Bill (AB) 1477, signed into law on September 30, 2012, and as shown in Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012.**

## CONTRACT SUMMARY SHEET

Contract No.   R14050   Amendment No.   0  

By and Between

San Bernardino Transportation Authority and City of Chino

Contract Description Coop for PSR-PR, ROW and PS&E Services

**Board of Director's Meeting Date:** January 4, 2014  
**Overview of BOD Action:** Approve Coop with City of Chino for PSR-PR, ROW and PS&E Services

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	9,556,613.60	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$		Contingency Amendment	\$	0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>9,556,613.60</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 9,556,613.60</b>

Contract Start Date Jan 4, 2014	Current Contract Expiration Date 6/30/2020	Revised Contract Expiration Date
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Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0893.

A Budget Amendment is required.

How are we funding current FY? City of Chino

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

Provide Brief Overview of the **Overall Funding** for the duration of the Contract: City of Chino

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Mary Brown

Project Manager (Print Name)

Garry Cohoe

Task Manager (Print Name)

Andrea Zureick

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

Jeffery Hill

Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

<u>Mary Brown</u>	11/27/13
Signature	Date
<u>[Signature]</u>	11/27/13
Signature for G Cohoe	Date
<u>[Signature]</u>	11/27/13
Signature	Date
<u>[Signature]</u>	11/27/13
Signature	Date

**COOPERATIVE AGREEMENT NO. R14050**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF CHINO**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,  
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND  
CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND  
STATE ROUTE 60 IN THE CITY OF CHINO**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or June 30, 2020 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing and further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$15,692,200 which includes \$800,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$14,892,200 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$6,135,587.40, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$6,135,587.40 without an amendment to this agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

#### **IV. CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$8,756,6193.60 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$800,000 for SANBAG management for an amount not to exceed \$9,556,6193.60 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$9,556,6193.60 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

**V. MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to CITY:

Jose Alire  
Department of Public Works  
13220 Central Avenue  
Chino, CA 91710  
Telephone: (909)

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

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. R14050  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF CHINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

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

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM**

**APPROVED AS TO FORM AND  
PROCEDURE:**

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

By: \_\_\_\_\_  
CITY Counsel

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

**Attachment A**

**PROJECT DESCRIPTION**

The CITY of Chino and SANBAG propose to 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. 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.

**PROJECT FUNDING TABLE**

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%

**(Dollars are in \$1,000's)**

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$324,000	\$133,488.00	\$190,512.00
Project Report and Environmental Approval	\$330,000	\$135,960.00	\$194,040.00
PS&E	\$654,800	\$269,777.60	\$385,022.40
Right-of-Way Acquisition and Utility Relocation(including \$108,000 for 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	\$83,224.00	\$118,776.00
SANBAG Oversight	\$800,000	0	\$800,000
<b>Total</b>	<b>\$15,692,200</b>	<b>\$6,135,586.7.40</b>	<b>\$9,556,613.60</b>

\*Estimated Costs are based on May 2013 feasibility study. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.

**PROJECT SCHEDULE**

Milestones	Estimated Completion Date
Environmental Approval	December 2015
Plans, Specifications & Estimate (PSE)	December 2017
Right of Way (ROW)	December 2017
Construction Start	June 2018
Completion for Beneficial Use	June 2019



## **ATTACHMENT A - SCOPE OF WORK**

### **RFP No. 14045**

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority (“SANBAG”) is seeking professional services for the development of a Project Study Report/Project Report (PSR/PR) & Environmental Document (ED) and the Plans, Specifications & Estimate (PS&E) for the State Route 60 (SR 60) Central Avenue Interchange Project (“Project”) in the City of Chino.

The Central Avenue Interchange is located on State Route 60 at Post Mile R2.37, approximately 1.0 mile east of the Ramona Avenue Interchange and about 1.3 miles west of the Mountain Avenue Interchange. The Project is anticipated to achieve the goal of reducing congestion during peak hours by widening the existing eastbound and westbound on ramps and modifying the existing Central Avenue Bridge Overcrossing to accommodate two additional through lanes, bike paths, and sidewalks. The Project concept is shown on Attachment A.1. The Detailed Scope of Services is found in Attachment A.2.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Engineering Services are anticipated to include preliminary engineering, preparation of Geometric Approval Drawings (GADs), preparation of a Draft Project Study Report/Project Report, and preparation of a Final Project Study Report/Project Report. Environmental Services include environmental studies, consultation with resource agencies, and preparation of an environmental document to satisfy requirements of both CEQA and NEPA. Upon satisfactory completion of the PSR/PR and ED, the PS&E phase will commence. SANBAG Sales Tax Measure I funds and City funds will be used to cover the cost of the preparation of the PSR/PR & ED and PS&E. Construction is anticipated to be funded from a variety of local, state, and Federal sources.



## **ATTACHMENT A.2 - DETAILED SCOPE OF SERVICES**

Consultant will provide SANBAG with professional services required for the preparation of documents for the Project Study Report/Project Report and Environmental Documentation (PSR/PR & ED) Phase and the Plans, Specifications and Estimate (PS&E) Phase for the SR 60 Central Avenue Interchange Improvement Project. The duration for this scope of work is anticipated to be no more than 42 months. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

### **I. APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Chino (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.

### **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the Project.
- B. Consultant shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by Consultant for the Project. Consultant shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall Project consistency, and verification of implementation of Consultant Quality Assurance/Quality Control process. Consultant is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.
- C. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- D. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- E. The Consultant shall develop and maintain a Project schedule.

- F. The Consultant shall maintain a set of Project files that are indexed in accordance with Caltrans' Project Development Uniform File System and submit a copy to Caltrans upon completion of the Project. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to Caltrans. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- G. Consultant shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. Consultant shall perform all changes in accordance with the terms and conditions of this Contract.
- H. Consultant shall submit all final plans and reports on CD using file format acceptable to SANBAG. The electronic files shall include the engineer's electronic signature and seal. Consultant shall verify the latest version of software used prior to submittal.
- I. In the event that non-standard features are necessary, Consultant shall prepare the necessary Fact Sheets for Design Exceptions following Caltrans' direction.
- J. Consultant shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- K. Consultant shall coordinate with all agencies involved or potentially impacted by the Project. Consultant shall inform SANBAG prior to all contacts, meetings, and correspondence. Consultant is required to coordinate activities with adjacent Projects.
- L. Consultant shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQ".

### **III. SCOPE OF SERVICES DEFINED BY CALTRANS**

The Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. The Workplan is an outline used to plan and control the Project but does not limit the Project Manager from providing services necessary to delivering the work.

#### **TASK 1.0 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION**

Consultant will provide overall day-to-day management of the Project. All services will be performed in accordance with current Caltrans Manuals and directives. The Consultant Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG and Caltrans. Consultant will provide but is not limited to the following project management activities:

### **Task 1.1 – Coordination/Administration**

Consultant will provide overall execution and financial management of the Project, including SANBAG and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting meetings over the Project Period of Performance lasting 42 months. Consultant will meet with affected parties to obtain direction, discuss/resolve issues pertinent to the analysis and design, and potential impacts of the Project.

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

Consultant will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. Over the course of the Project, numerous meetings will be required to advance the Project to PSR-PR &ED approval. It is assumed there will be three meetings per month during the duration of this contract (including the monthly PDT meeting). Consultant will prepare and distribute agendas prior to the meetings. Consultant will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- **Kick-off Meeting:** Consultant will organize and run Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders as required.
- **Monthly Project Development Team (PDT) Meetings:** Consultant will organize and run monthly PDT meetings with Caltrans, SANBAG, and Project stakeholders as required. Consultant will participate in a maximum of 42 meetings.
- **Resource Agency Task Specific Meetings:** Consultant will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document, including meetings with USACE, USFWS, CDFG, SBCFCD, and others as needed.
- **Technical Workshop Meetings:** Consultant will prepare for, coordinate and attend technical focus meetings with Caltrans, SANBAG, and other stakeholders. Meeting will include public workshops, public hearings, and SANBAG meetings, etc.
- **Policy Working Group Meetings:** Consultant will prepare for, coordinate and attend policy working group meetings with Caltrans, SANBAG and other stakeholders.
- **Focus Meetings:** Consultant will prepare for, coordinate and attend focus meetings as needed between PDT meetings in order to complete action items or to assist in preparation of required documents, reports, studies, or in preparation of review of the same by an agency.

Resource Agency/Technical Workshop/Policy Working Group/Focus Meetings will be held to discuss technical issues with specific agencies. No special presentation materials will be prepared. Internal Project team task-specific meetings will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Consultant will follow a uniform filing system and will maintain complete Project files on an ongoing basis. Consultant will maintain all required records/documents for at least

three years after the SANBAG makes final payment and all pending matters are closed.

**Deliverables:**

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

***Task 1.2 – Schedules/Project Controls***

Consultant will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the SANBAG. The Work Plan and Project Schedule will be maintained and implemented throughout the PSR-PR & ED phase of the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. Consultant will prepare a detailed schedule and the SANBAG will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. Consultant will use Primavera P6 Xer file version 7.0 or newer, which adequately identifies the critical path and floats on tasks. The Project scheduling requirements cover the period of 42 months.

Fifteen (15) days after notice-to-proceed, Consultant will prepare the Project Master Schedule (PMS) for the environmental and engineering technical studies for the Project. The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of services. The PMS will reflect the various levels of reviews for the draft and final environmental documents. SANBAG will require 10 working days for peer review and, sequentially, Caltrans will require 20 working day review periods for major deliverables. The PMS will include Project milestones and delivery of intermediate Project deliverables with a minimum of the following milestones:

- Begin Environmental (PSR/PR) Phase
  - Circulate Draft Environmental Document
  - Draft Project Report
  - End Environmental Phase (PSR/PR Milestone)
  - Begin Design (PS&E)
  - End Design Phase (Ready to Advertise)
  - Begin Right of Way (coordination)
  - Begin Construction Phase
  - End Construction Phase
  - Begin Close-Out
  - Complete Close-Out
- The major milestones at the top of the schedule will be linked to the detailed schedule enable SANBAG to easily identify dates for other SANBAG reporting.
  - Reviews for the draft and final environmental documents and intermediate Project

deliverables by SANBAG, Caltrans, and City.

- Work items of agencies and other third-parties that may affect or be affected by the Consultant team's activities.
- Consultant will submit a copy of the PMS to the SANBAG Project Manager for review and approval and a copy to Caltrans for information.

**Deliverables:**

- Project Master Schedule

***Task 1.3 – Progress Reports***

Consultant will submit a progress payment invoice to the SANBAG for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the SANBAG on a timely basis. If Consultant fails to submit the required deliverable items according to the agreed schedule set at start of the Project, the SANBAG will have the right to delay payment until the required information is received.

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

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

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

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

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

**Deliverables:**

- Monthly Progress Report
- Monthly Schedule Update and Physical Percent Complete by Task
- Monthly Invoice

***Task 1.4 – Quality Assurance/Quality Control Plan***

Consultant will develop, maintain and implement a Project specific Quality Management Plan. Present the plan for SANBAG's review and approval. An independent Consultant QA/QC manager will perform QA/QC tasks. All comments and/or corrective actions proposed as part of the QA/QC will be transmitted to the SANBAG immediately along with the corrective actions to be employed.

**Deliverables:**

- QA/QC Plan

***Task 1.5 – Project Management Plan***

Consultant will prepare a Project Specific Project Management Plan (PMP) and submit the plan to the SANBAG's review and concurrence within 30 days of receiving Notice to Proceed (NTP). The Project Management Plan will consist of the at least following activities:

- **Work Plan and Project Schedule:** Developed as described under Task 1.2.
- **Quality Management Plan:** Developed as described under Task 1.4.
- **Risk Management Plan:** Consultant will develop, maintain and implement a Risk Management Plan.

**Deliverables:**

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

**TASK 2.0 – ENGINEERING DEVELOPMENT**

Activities consist of the development of engineering plans to support the evaluation of the SR 60/Central Avenue Interchange Improvement Project Project Study Report & Environmental Document and PS&E.

**Task 2.1 – Data Collection/Permit Applications**

Consultant will conduct research and gather updated plans and Project related information including Project plans from recent and ongoing developments within the Project area. Consultant will conduct research of relevant land and survey records to locate all necessary survey and land ownership records required to complete field survey and for analysis, determination, an delineation of the existing land-net.

Consultant will collect the aforementioned and other pertinent information including encroachment permits from SANBAG, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. This will include the following available information, but not limited to:

- Draft PSR for SR 60/Central Avenue Interchange (EA 0C670K)
- Recent traffic counts (SANBAG, Caltrans, and City of Chino)
- Existing roadway geometrics and intersection configuration
- As-Built plans from Caltrans District 8 and the City of Chino

**Deliverables:**

- Updated land and survey records

**Task 2.2 – Field Surveys**

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

**Aerial Surveys and Mapping:** Aerial mapping will be provided by others. No aerial

mapping is included within this scope of work.

**As-Built Centerline Surveys:** The existing survey centerline of the State Route 60 will be researched with Caltrans District 8. It is assumed that this centerline has been surveyed for the existing SR 60 corridor work and will be available for this Project. This centerline will be obtained and field verified. A survey centerline alignment will be provided in a Microstation and InRoads v8 format.

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

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

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

**Deliverables:**

- Topographic and Centerline survey data in Microstation and InRoads v8 format
- PDF copies of survey field notes, sketches and photographs

**Task 2.3 – Geometric Development**

The Consultant team will develop and evaluate alternatives (up to a total of six) to address the operational deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, two alternatives will be carried forward for further development and analysis.

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

- **Typical Section Design:** Consultant will refine, provide enhanced detail and adjust the typical sections for freeway, ramps and arterial road improvements for the build alternatives. Original ground, traveled way, shoulders, cut/fill slopes and existing/proposed right-of-way will be shown on the typical sections.
- **Horizontal Alignment Design:** Consultant will refine, provide enhanced detail and adjust the horizontal geometric design for the build alternatives. Geometric design data and key Project features will be depicted. Lane configurations and widths, tapers and turn pockets will be designed, checked and adjusted as necessary. Consultant will develop preliminary pavement delineation to aid in the analysis of the alternatives.
- **Vertical Alignment Design:** Consultant will refine, provide enhanced detail and adjust the profile design for ramp and arterial road improvements for the build alternatives.

Original ground, profile grade and geometric data including design speed data will be annotated on the sheets. Vertical clearances for all structures will be verified and documented.

- **Superlevation Design:** Consultant will refine, provide enhance detail and adjust superelevation designs for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets.
- **Grading Design:** Consultant will prepare grading designs for the build alternatives. The grading design will aid in the development of the Project footprint, Project cost, retaining wall locations, adherence to slope standards, Right-of-Way requirements, drainage design and calculation of direct/indirect Project impacts.
- **Geometric Approval Drawings (GAD):** Consultant will attend a GAD scoping meeting with Caltrans prior to Final GAD submittal to coordinate any Project specific features related to operational analysis or to roadway geometrics. Consultant will complete the Final GAD for the preferred alternative only.

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

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

It is assumed that 40 half-size sheets (scale: 1"=100') and one full-size sheet (scale: 1"=100') will be developed for each build alternative.

**Deliverables:**

- Draft Geometric Approval Drawing (Full-Size, scale: 1"=100') (20 copies)
- Final Geometric Approval Drawing (Full-Size, scale: 1"=100') (40 copies)
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, Half-size, scale 1"=100') (20 copies)

**Task 2.4 – Fact Sheets (Mandatory and Advisory)**

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

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

This scope of work assumes documentation of 10 exception locations between the mandatory and advisory fact sheets. It is assumed that 10 supplemental fact sheets will be prepared as a part of the PS&E phase for the Project.

**Deliverables:**

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

#### **Task 2.5 – Construction Staging/Traffic Handling**

Consultant will develop a construction staging concept for the two Project build alternatives carried forward in the PSR/PR & ED phase. The concepts will verify constructability and feasibility of traffic handling for the two alternatives. The design will show the sequence of operations, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, if needed, detours, and the number of traffic lanes available for public traffic. The Consultant team shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. A maximum of four stages of construction is assumed for each build alternative.

#### **Deliverables:**

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

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

#### **STRUCTURES ADVANCED PLANNING STUDIES**

The Consultant team will prepare structures Advance Planning Studies (APS) for the Central Avenue overcrossing structure widening over SR 60 and for the retaining wall designs along both east- and westbound on ramps. Consultant will complete the development, review, approval and distribution of the APS. The activities include:

- Prepare Preliminary Structures Design
- Prepare Preliminary Plan Sheets
- Prepare Structures Preliminary Hydraulics Report (PHR)
- Prepare Structures Preliminary Architectural and Aesthetics Report (PAAR)
- Prepare Structures Preliminary Maintenance Report (PMR)
- Prepare Preliminary Quantities
- Prepare Preliminary Estimate
- Prepare Structures APS package
- Perform Constructability Review (CR) of the APS package

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

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

The task will include the preparation of preliminary structures design, preliminary

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

**Assumptions:**

- An APS for the 4 bridge widenings is assumed. Additional APS for special design retaining wall is assumed.
- Aesthetic design support is provided as part of the bridge APS submittals
- Standard railings are assumed within aesthetic budget

**STRUCTURES PRELIMINARY GEOTECHNICAL REPORTS**

Consultant will complete a SPGR for each of the structures and any special design retaining walls required. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. The SPGR will provide the following:

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Corrosion Evaluation
- Preliminary seismic data and recommendations
- As-Built Foundation Data
- Preliminary Foundation Recommendations

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

**Deliverables:**

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

## **Task 2.7 – Right-of-Way and Utility Identification**

### **RIGHT-OF-WAY**

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

#### **Design Review and Project Team Coordination**

This task involves 3 subtasks:

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

#### **Field Research**

This task involves 3 subtasks:

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

#### **Property Analysis**

This task involves 2 subtasks:

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

#### **Caltrans Data Sheet Drafts**

This task involves 2 subtasks:

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

### **UTILITIES**

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

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

- Compile plans, field notes, sketches, and survey and potholing results and plot all utilities on plans acceptable to Caltrans.
- Determine if existing utilities are in place under franchise or utility easements and obtain copies of easements.
- Coordinate with utility companies to develop conceptual relocation plans for each utility company that will include relocation cost estimates, relocation schedules and specifications.
- Prepare a Utility Conflict Map.
- Develop recommendations to avoid and minimize impacts.

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

**Deliverables:**

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

**Task 2.8 – Conceptual Drainage Plans**

Consultant will identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts will be identified in coordination with Water Quality Best Management Practices. Consultant will conduct field reconnaissance of the Project to study the existing drainage facilities. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Consultant will coordinate with other agencies regarding their plans for drainage improvements affecting the Project.

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

**Deliverables:**

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

**Task 2.9 – Storm Water Data Report (SWDR)**

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

**Deliverables:**

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

**Task 2.10 – Transportation Management Plan**

Consultant will establish TMP strategies and estimate their respective costs. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the Project stakeholders. The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The Consultant team will prepare the TMP for the two build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP will identify methods for minimizing Project-related traffic delays and accidents by implementing effective traffic handling practices.

**Deliverables:**

- Transportation Management Plan

**Task 2.11 – Preliminary Geotechnical Design Report (PGDR)**

All activities related to geotechnical and seismic analysis for use in the Environmental Document will be addressed and a Preliminary Geotechnical Design Report (PGDR) will be prepared. The PGDR will be prepared in accordance with Caltrans Geotechnical Design Guidelines and will include:

- Physical setting
- Geotechnical and seismic investigation
- Available field exploration and laboratory test results
- Proposed bridge and retaining wall locations
- Lithology/subsurface soils
- Surface and groundwater conditions
- Dynamic analysis

- Material resources
- Cut and fill slopes
- Embankment settlements and waiting period
- Earthwork grading, remediation and construction considerations

In support of the environmental document, a transmittal memo will be prepared outlining study results, potential significance of impacts and significance criteria, proposed mitigation measures and mitigation effectiveness evaluation. A separate abstract will also be prepared for inclusion in the Environmental Document.

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

**Deliverables:**

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

**Task 2.12 – Preliminary Materials Report**

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

**Deliverables:**

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

**Task 2.13 – Life Cycle Cost Analysis**

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

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

**Deliverables:**

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

**Task 2.14 – Cost Estimates**

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

**Deliverables:**

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

**Task 2.15 – Highway Planting Design Concepts**

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

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

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

**Deliverables:**

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

**TASK 3.0 – PROJECT STUDY REPORT/PROJECT REPORT PREPARATION**

This task will involve the preparation of the Draft and Final PSR/PR and any needed engineering exhibits for the Environmental Document under concurrent preparation.

### **Task 3.1 – Administrative Draft Project Report**

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

The Administrative Draft PSR/PR will be submitted for SANBAG, Caltrans, and City of Chino for review and comment.

#### **Deliverables:**

- Administrative Draft PR (50 copies)

### **Task 3.2 – Draft Project Study Report/Project Report**

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

#### **Deliverables:**

- Draft PR (Original and 50 copies)

### **Task 3.3 – Draft Modified Access Report**

The Modified Access Report (MAR) will be prepared in accordance with FHWA and Caltrans guidelines to document the modification of the interchange ramps. It is assumed that the information required for the preparation of the Draft PR will be used in the development of the Draft MAR. The only additional information assumed to be developed specifically for the Draft MAR are a safety analysis and conceptual sign plan. The Draft MAR will be submitted for SANBAG, Caltrans, and FHWA review and comment. FHWA will provide a Finding of Acceptability for the MAR prior to circulation of the Draft IS/EA.

#### **Deliverables:**

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

### **Task 3.4 – Administrative Final Project Study Report/Project Report**

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

#### **Deliverables:**

- Administrative Final PSR/PR (50 copies)

### **Task 3.5 – Final Project Study Report/Project Report**

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

#### **Deliverables:**

- Final PSR/PR (Original and 50 copies)

### **Task 3.6 – Final Modified Access Report**

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

#### **Deliverables:**

- Final MAR (10 copies)

## **TASK 4.0 – ENVIRONMENTAL DEVELOPMENT**

The activities will consist of the development of environmental studies to support the evaluation of the SR/Central Avenue Interchange Improvement Project's two Build Alternatives. The California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document will be determined during the Project development. The documents will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) and FHWA guidelines. If the Consultant decides to pursue a lower level document and throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the Project may contribute to substantial public controversy, then a higher-level document would need to be prepared. The Consultant team will coordinate with the SANBAG Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document.

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

### **Task 4.1 – Mapping for Environmental Studies**

The Consultant team will prepare study area maps to be used during the environmental analysis. The study area maps will be the basis for other environmental resource specific maps that will be prepared in conjunction with other environmental technical studies identified in this scope. The Consultant team will obtain map layer files necessary for this task; map layer files will consist of aerial mapping data, topographic data, parcel data, environmental resource data, and design data. The Project map files will consist of design data for current alternatives, existing, and proposed R/W boundaries, and a general environmental study boundary with environmental and jurisdictional boundaries.

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

**Deliverables:**

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

**Task 4.2 – Public Informational Meeting**

The Consultant team will support the SANBAG Public Outreach Coordinator, Caltrans, and other Project Development Team (PDT) members to assist with providing an informational meeting and the appropriate public notices to achieve a meaningful and constructive relationship with the local community. A preliminary public informational meeting will be held by the team to prepare for answering any initial questions from stakeholders and interested parties and to plan and prepare notices, handouts, and display boards. The Consultant team will prepare the public notice for the informational meeting with the approval of Caltrans and the SANBAG and shall advertise it in a widely circulated newspaper and in a local Spanish newspaper. The Consultant team shall coordinate with SANBAG and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). It is assumed that SANBAG will serve as the main point of contact with interested parties during the informational meeting process.

**Deliverables:**

- Set up planning meeting for preparation of materials and the meeting.
- Schedule facility and provide materials for the public meeting.
- Public Notices for the Informational Meeting
- Prepare Agency letters/notifications/comment cards
- Recap Report for Informational Meeting including coordination of collection of comment cards and the comments.

### **Task 4.3 – Conduct Environmental Evaluation**

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

#### **Task 4.3.1 – Area of Potential Effects (APE) Map**

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

#### **Deliverables:**

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

#### **Task 4.3.2 – Preliminary/Baseline Traffic Analysis**

This task will establish the traffic forecasts to be used in the analysis. With an anticipated project opening date of 2019 and the requirement to analyze conditions at least 20 years after opening, a forecast horizon year of 2040 is anticipated. A Traffic Forecasting and Analysis Methodology Memorandum will be prepared to document the development of forecast volumes, transportation system assumptions and traffic analysis techniques that will be applied in the operational analysis. After a peer review, the methodology memorandum will be presented to AUTHORITY, Caltrans, and the City of Chino for concurrence prior to initiation of travel demand forecasting or operational analysis work tasks.

Concurrent with the development of the methodology framework, a data collection plan will be developed which will include existing traffic count data for all study area intersections and arterial segments. Morning and evening peak period traffic counts will be conducted at study area intersections and 24-hour counts will be conducted for arterial segments. Count data for SR 60 will be collected through PeMS and Caltrans count data

sources. Field work will confirm circulation system geometry including lane widths and turn pocket storage lengths. Signal phasing and timing information will be obtained from responsible jurisdictions.

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

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

**Deliverables:**

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

**Task 4.3.3 – Traffic Impact/Circulation Study**

This task will analyze the potential impacts or beneficial effects of the build alternatives versus the No-Build throughout the study area. Levels of service will be prepared and summarized for ramp and local street intersections, arterial segments, ramps, mainline segments, merge/diverge locations and weave sections on SR 60 in the vicinity of the Central Avenue interchange. Operational analyses will be completed for existing conditions, opening year (2019) and design year (2040) for No Build and the two build alternatives. Based on the Caltrans Memorandum dated July 28, 2011 from Kelly Dunlap regarding the Sunnyvale West Neighborhood Association et al v. City of Sunnyvale, this scope of work assumes that the baseline conditions are the existing physical conditions in the affected project area as they exist at the time of environmental analysis. No “existing plus project” scenario will be modeled.

In order to allow for the evaluation of vehicle platoons and impacts of upstream and downstream intersections, Synchro analysis will be conducted for the existing, 2019 and 2040 conditions. The network will address the requirements of the MAR, be reviewed with City and Caltrans staff and updated as appropriate to reflect current and projected future conditions. Caltrans and the City of Chino level of service standards will define operational standards for the circulation system. Intersection queuing analysis including ramp intersections will be performed along with LOS summaries and be presented in

graphical and tabular format as appropriate. The queue length summaries will be presented for all turn pockets throughout the study area to evaluate potential turn storage impacts to through traffic.

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

**Deliverables:**

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

**Task 4.3.4 – Water Quality Assessment Report (WQAR)**

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

**Deliverables:**

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

**Task 4.3.5 – Floodplain Evaluation Report**

The Consultant team will perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. The Consultant team will utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway.

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

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

**Deliverables:**

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

**Task 4.3.6 – Location Hydraulic Study**

To assist in the evaluation of impacts of the Floodplain, Caltrans requires a Location Hydraulic study to be completed, which summarizes the results from hydraulic modeling. This report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increases that may result from the proposed improvements. The report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increase that may result from the proposed improvements. Hydraulic models used at this stage will be limited to a distance of 500 feet upstream and 500 feet downstream of proposed structure. This effort includes the following tasks:

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

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

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

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

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

Hydraulic Modeling Proposed Project: In order to better identify potential impacts to the floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments. This task assumes base modeling is available from FEMA, SBCFCD, or US Army Corps of Engineers.

**Deliverables:**

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

**Task 4.3.7 – Noise Study Report (NSR)**

The Consultant team will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report will be prepared to analyze build and no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks to be completed include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Photographs of all noise meter locations will be included in the report. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic capacity is assumed to be 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.

- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

**Deliverables:**

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

**Task 4.3.8 – Noise Abatement Decision Report (NADR)**

The Consultant team will prepare a NADR following criteria described in the California Traffic Noise Protocol (CaTNAP) for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, the Consultant team will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by SANBAG and Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to homeowners during the public review period for the ED.

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

**Deliverables:**

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

**Task 4.3.9 – Community Impact Assessment (CIA)**

The Consultant team will complete the Community Impact Assessment in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks to be completed include:

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the Project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Perform land use studies to determine the relationship of the Project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.
- Identify any potential Section 4(f) resources in the Project vicinity and analyze any impacts.
- Address growth inducement issues.
- Identify affected property owners, communities, public facilities within the Project area of influence.
- Evaluate direct, indirect, and cumulative impacts of the proposed Project alternatives to affected communities pertaining to social impacts (relocation of housing, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, income gains or loss, tax base changes); land use and growth (consistency of Projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).

- Address right-of-way impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Address potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Prepare a Community Impact Assessment technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Prepare relevant community impact sections (Land use and Planning, Community Character and Cohesion, Relocation and Business Disruption, Environmental Justice) for inclusion in the environmental document.

**Deliverables:**

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

**Task 4.3.10 – Visual Impact Assessment (VIA)**

The Consultant team will prepare a Visual Impact Analysis (VIA) to document the aesthetic and scenic studies performed for the Project. The VIA will be prepared to conform to the guidance provided in the “FHWA Visual Impact Assessment for Highway Projects” guide and the guidance and templates provided within the Caltrans Standard Environmental Reference. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. The Consultant team will coordinate with the SANBAG and Caltrans to determine the locations of viewpoints. The Consultant team will prepare a Draft VIA for SANBAG and Caltrans review; a final VIA will be prepared once the draft has been approved. Tasks to be completed include:

- Conduct site visits to document through digital photography, existing views within the Project area and supporting features for use in the preparation of simulated views.
- Prepare photographic simulations to support key viewpoints, showing existing versus build conditions.

**Deliverables:**

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

**Task 4.3.11 – Air Quality Analysis**

The Consultant team will prepare an Air Quality Analysis that addresses the potential impacts to regional and local air quality associated with implementation of the proposed Project per the current state and federal requirements. The Consultant team will also conduct all required interagency coordination as part of the local and regional air quality conformity determination. In addition, the Consultant team will prepare an air quality conformity report to be submitted to FHWA for review and approval. Tasks to be completed include:

- Conduct early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements & analysis approach.

- Summarize current regulatory framework (federal & state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identify sensitive receptors within the Project area.
- Using available traffic analysis output, calculate regional burden emissions for criteria pollutants; tabulate for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conduct CO hot spot analysis for selected sensitive receptor locations (assume 20 locations based on the size and scope of this interchange Project); tabulate results for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conduct qualitative analysis for PM<sub>10</sub> and PM<sub>2.5</sub>.
- Prepare draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Prepare qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA's "Interim Guidance Update on Air Toxic Analysis for NEPA Documents."
- Prepare qualitative discussion of construction impacts.
- Address impacts of the proposed Projects on climate changes following the latest guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Prepare an air quality impact section for inclusion in the environmental document.

The Air Quality Analysis will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. A Climate Change section will be included consistent with the Caltrans SER.

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

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

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

The Air Quality Analysis will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/ environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state

and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

**Deliverables:**

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

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

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

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

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

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

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

**Deliverables:**

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

#### **Task 4.3.13 – Historic Property Survey Report**

The Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800.

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

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

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

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

**Field Surveys:** The Consultant team will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological

remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the Project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, the budget will be adjusted accordingly.

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

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

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

**Assumption:**

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

**Deliverables:**

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

**Task 4.3.14 – Initial Site Assessment (ISA)**

The Consultant team will conduct a hazardous waste initial site assessment (ISA) of the two build alternatives. The results of the ISA will then be used to determine the level of further investigation required. The purpose of the Hazardous Waste Initial Site Assessment (ISA) is to review potential hazardous material/waste impacts associated with the proposed Project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environmental following construction, and possible legal or logistical implications associated with contaminated sites along the corridor. The Consultant team will prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. Tasks to be completed include:

- Conduct an agency records search to identify hazardous waste sites located within the Project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the Project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. The Consultant

team will utilize a database service to perform this search with a ½-mile search radius from the Project boundaries.

- Conduct a field inspection and visual survey of the Project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the Project study area (via governmental records and/or the visual survey), the Consultant team will evaluate potential impact to the Project and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.

**Deliverables:**

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

**Task 4.3.15 – Aerially Deposited Lead (ADL)**

The Consultant team will test unpaved areas of the Project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. The Consultant team will utilize an in-house Health and Safety Plan and submit a Work Plan detailing field activities to be approved by Caltrans prior to field work. The Health and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis. Hand augers may be used and advanced to a minimum depth of 4 feet to collect samples in unpaved areas. Samples sent to the certified laboratory will be analyzed for lead using the EPA Method 6010B/7000, at a minimum. Soil with total lead concentrations in excess of 50 mg/kg must be analyzed for soluble lead using the WET, TCLP and de-ionized water extract methods. The results of the sampling and testing will be statistically analyzed using methods consistent with Caltrans requirements.

**Deliverables:**

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

**Task 4.3.16 – Bridge Asbestos and Lead Studies**

The Consultant team will investigate the existing Central Avenue Street OC bridge materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. The Consultant team will provide a survey of the Project work area using an accredited Certified Asbestos Consultant (CAC), Certified Site Surveillance Technician (CSST), and California Certified Department of Health Services (DHS) Project Monitor certified in lead inspection and risk assessment. The Survey will serve to assist SANBAG in the identification of ACM and LBP at the subject site as required by the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) in 40 CFR Part 61, and the Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1926.1101. Bulk samples of suspect ACM and LBP will be collected for laboratory analysis. All sample analysis shall be conducted by an accredited laboratory. Some minor isolated damage to bridge structure materials during the sampling procedures may occur; however, the Consultant team must attempt to limit such damage to the nominal amount necessary for sample collection. The

results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a Project ACM/LBP report.

**Assumptions:**

- Asbestos Work Plan Bridge component asbestos sampling testing (including concrete core samples)
- LBP sampling with XRF of bridge structure
- No sampling of LBP road lines or markings outside of bridge limits

**Deliverables:**

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

**Task 4.3.17 – Preliminary Site Investigation for Hazardous Waste**

If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the Project cost, scope, and schedule. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (DSI) will be required. The results of these investigations will be used to prepare the hazardous waste section of the environmental document. The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the Project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to Project scope and schedule, and future liability to the state can be realistically estimated.

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

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

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

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

- Preparation of a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an

attempt to identify underground utilities and other features in the vicinity of proposed boring locations.

- Conduct a PSI (limited Phase II ESA) at two sites. It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.

The scope for each site will include:

- Advance up to four (4) Direct Push Technology (DPT) soil borings (at each property) to a maximum depth of 40 feet and collect soil samples in. If groundwater is encountered, a grab groundwater sample will be obtained from each probe location.
- Analyze up to thirty-two (32) soil and eight (8) groundwater samples (at each property) for the following analysis at a State of California Certified Laboratory:
  - TPH gasoline, fuel oxygenates and VOCs EPA test method 8260B
  - Extractable TPH (carbon chain: C12-C40) EPA test method 8015B
  - California Assessment Metals (CAM 17) EPA test method 6010B
  - Semi-Volatile Organic compounds EPA test method 8270
- The same protocols followed for the DSI for sample preservation, decontamination, and analysis will be followed for the PSI.
- The results of the proposed PSI for the two sites will be detailed in two reports for the client review (one report for each site). It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:
  - Summary of field activities;
  - Description of boring and sample locations;
  - Tabulated results of analysis;
  - Conclusions and recommendations;
  - Sample location maps;
  - Boring logs; and,
  - Copies of laboratory analytical reports.

**Deliverables:**

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

**Task 4.3.18 – Jurisdictional Delineation (JD)**

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

The Consultant team will ensure that the wetland delineation is approved through the SANBAG and Caltrans prior to being forwarded to the United States Army Corps of

Engineers for issuance of a jurisdictional determination. The report will include information on existing conditions, soils, vegetation, hydrology, watersheds, National Wetland Inventory data, and other pertinent information. The report will be prepared to accompany the jurisdictional permit applications for the Project.

**Deliverables:**

- Draft/Final Wetlands Delineation Report

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

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

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

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

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

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

measures for Project team's review using the results of the literature review, field surveys, and agency coordination.

- The Consultant team will identify appropriate mitigation measures. Mitigation requirements will be preapproved by the Project team prior to incorporating such mitigation into the draft and final NESMI.

**Deliverables:**

- Draft and Final NESMI

**Task 4.3.20 – Draft Relocation Impact Report (DRIR)**

The Consultant team will prepare a Relocation Impact Report in accordance with 49 Code of Federal Regulation (24 CFR 205), Caltrans Standard Environmental Reference and the Caltrans Right-of-Way Manual. Tasks to be completed include:

- Collect and research information on the design alternatives and Right-of-Way maps to identify the number of displacements and determine the complexity and nature of the potential displacements.
- Identify and analyze impacts of potential displacements of commercial/residential
- Private properties within and adjacent to each proposed alternative. A table will be prepared summarizing the impacts to each property.
- Minimization measures will be developed for displaced businesses and identification of alternate site(s) for potentially displaced businesses will be identified
- Preparation of the Relocation Impact Report to summarize the potential displacements and impacts associated with the proposed Project.

**Deliverables:**

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

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

The Consultant team will prepare a Screen-check Draft IS/EA in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. The screen-check Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project. Tasks to be completed include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above.
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to SANBAG and Caltrans along with the Screen-check Draft IS/EA.
- Revise Screen-check Draft IS/EA per SANBAG and Caltrans' comments.
- Resolve any additional comments in a workshop setting

**Resource Agency Permit Related Coordination:** The Consultant team will prepare for and conduct meetings to initiate, establish and maintain communication with the resource

agencies in consultation with the SANBAG and Caltrans. These meetings will confirm the scope and obtain concurrence of relevant technical studies. The Consultant team will prepare and distribute pre-meeting materials, which may consist of a meeting invitation notice, meeting agenda, and a Project description. The Consultant team will prepare meeting exhibits for each meeting. The Consultant team will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 permit and Section 1602 Agreement. The Consultant team will also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to identify state and federally listed threatened and endangered species potentially in the area. The Consultant team will identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFG, United State Army Corps of Engineers (ACOE), etc. will be necessary.

**Deliverables:**

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

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

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

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

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, the Consultant team will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by the Consultant team include:

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

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent

to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. The Consultant team will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to SANBAG and Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, the Consultant team will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the Project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all Projects that receive State highway funds. The Consultant team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by the Consultant team include:

- Publish up to 50 hard copies of the Draft IS/EA, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA
- Submit a NOC and CDs of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with SANBAG and Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- Maintain and update the distribution and invitation lists throughout the environmental review process.

**Deliverables:**

- Final Draft IS/EA along with Environmental Document Preparation and Review Tool, and External QC Certification Sheet, and 1 hard copy and 1 electronic copy of the Final Technical Studies.
- Approved Circulation Draft IS/EA
- 50 hard copies of the Draft IS/EA with technical studies on CD
- 200 copies of CD ROM containing electronic files of the Draft IS/EA Updates to Master Distribution/Invitation Lists

**Task 4.6 – Public Hearing and Public Outreach Support**

Under the direction of the SANBAG and Caltrans, the Consultant team will make all necessary preparations for Public Meetings, including Open House meetings during Project development and Public Hearings during the public circulation of the Draft IS/EA. The Consultant team will provide logistical support for each meeting, including preparation of meeting notices, advertisements, site coordination and planning, sign-in sheets, and staff (bilingual). The Consultant team will prepare poster size exhibits and a

PowerPoint slide presentation to be used during the meeting. Comments will be solicited through the provision of comment cards and the availability of a bilingual court reporter. The Consultant team will create visual displays for the Draft IS/EA Public Hearing. These visuals may include display boards and looping PowerPoint slides. Visuals will be submitted to the SANBAG and Caltrans for approval prior to the public meeting. The Consultant team will arrange a court reporter to prepare a script of all public hearings to be arranged during the public review period.

**Deliverables:**

- Website materials
- Collateral materials (Newsletter, FAQ sheets, brochures, etc.)
- Draft Comment Card or Project Questionnaire
- Public Meeting comment log
- Public Meeting PowerPoint presentation
- Meeting exhibits
- Script of each public hearing

**Task 4.7 – Prepare Response-to-Comments Matrix**

The Consultant team will maintain documentation and provide response to internal and public comments on the Draft Environmental Document, if necessary. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final Environmental Documents, if necessary. The response-to-comments matrix will be provided to the SANBAG and Caltrans for review and concurrence prior to finalization. This scope of work and cost estimate is based on receiving a moderate number of comments (no more than 150 comment letters).

**Deliverables:**

- Response to Comments Matrix (10 copies)

**Task 4.8 – Screen-check Anticipated Final MND/FONSI (IF REQUIRED)**

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

The Consultant team will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on the Consultant team QA/QC procedures and Caltrans QA/QC procedures, including the 5-step NEPA QC process.

**Deliverables:**

- Preferred Alternative identification
- Quality Assurance/Quality Control documentation

**Task 4.9 – Final Anticipated MND/FONSI (IF REQUIRED)**

The Consultant team will update the Draft Environmental Document to identify the rationale for selection of the Preferred Alternative, including work on the Final

Environmental Document (FED). The Consultant team will complete formal and informal review of FED including all required quality control reviews. The FED will be submitted to Caltrans D-8 for review. Comments will be resolved in a workshop setting as necessary.

- ***Final Environmental Document (MND/FONSI)***: Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the FHWA *Checklist for Final Documents*, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. The Consultant team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC.

A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. The Consultant team will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee and/or a De Minimis Impact Finding to the State Department of Fish and Game.

**Deliverables:**

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

**Task 4.10 – Final Relocation Impact Document**

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

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

**Deliverables:**

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

**Task 4.11 – Air Quality Conformity Report**

The Consultant team will prepare the “Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas” required for NEPA delegation. FHWA approval of the Conformity Report and Checklist

is required prior to approval of the Final IS/EA.

**Deliverables:**

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

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

The Consultant team will develop an MMRR/ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The MMRR/ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

**Deliverables:**

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

All scope items are subject to the following assumptions:

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



- 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:** December 12, 2013

**Subject:** Interstate 15/Sierra Avenue Interchange Advance Expenditure Agreement

**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 Advance Expenditure Agreement No. C14037 with the County of San Bernardino for Interstate 15/Sierra Avenue Interchange Interim Improvements.

**Background:** The Interstate 15/Sierra Avenue Interchange is the sixteenth highest priority in the Measure I 2010-2040 Valley Freeway Interchange Program. Since revenue from Measure I 2010-2040 is limited and currently not available for the Interstate 15/Sierra Avenue Interchange (Project), the County of San Bernardino is requesting approval of an Advanced Expenditure Agreement (AEA) for interim improvements that are currently underway. Approval of the AEA will allow the County of San Bernardino to use its own funds to implement the Project in advance of an allocation of Measure I funds, with the understanding that SANBAG will reimburse the County of San Bernardino for SANBAG's share of eligible Project expenditures with Measure I 2010-2040 Valley Freeway Interchange Program or other funds under SANBAG control at a later date in accordance with the Measure I 2010-2040 Strategic Plan Policy 40002 or through

\*

*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  
 MVSS1312a-cs  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14037.doc>

The proposed improvements consist of signaling and widening northbound and southbound ramp intersections at Sierra Avenue, widening Sierra Avenue from Riverside Avenue to north of southbound Interstate 15 off-ramp and drainage improvements. The proposed project work is considered to be part of an ultimate interchange configuration. The total cost of the project is estimated at \$2,750,000, and with a \$755,000 buy-down contribution from Caltrans, the net project cost is \$1,995,000. SANBAG's share is 19.7% or \$393,015 and the Developer Share is 80.3% or \$1,601,985.

This Agreement covers the terms of credit/reimbursement of the \$393,015 SANBAG Public Share contribution to the Project. Reimbursement of the remaining Rialto and Fontana development contribution shares to the County will be covered by separate agreement(s) among the various jurisdictions with a development share contribution. Additionally, Fontana is contributing \$263,000 to sewer line improvements that are not a required component of the Project.

The execution of an AEA does not obligate SANBAG to funding of additional phases within any particular timeframe.

**Financial Impact:** The Advance Expenditure process allows jurisdictions to pay for expenditures on interchange projects with their own funds, with an expectation of reimbursement for the public share from SANBAG according to the Measure I 2010-2040 Strategic Plan criteria. Repayment terms are defined in Strategic Plan Policy 40002 and in the Advance Expenditure Agreement. This item has no financial impact on the current SANBAG Budget. All staff activities are consistent with Task No. 0515, Measure I Valley Apportionment & Allocation.

**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 AEA have been reviewed by the Contract Administrator and General Counsel.

**Responsible Staff:** Carrie Schindler, Chief of Fund Administration and Programming

## CONTRACT SUMMARY SHEET

Contract No. C 14037 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and County of San Bernardino

Contract Description I-15 Sierra Avenue Advanced Expenditure Agreement

**Board of Director's Meeting Date:** January 8, 2014  
**Overview of BOD Action:** Approve Advanced Expenditure Agreement with the County of San Bernardino for the I-15/Sierra Interchange

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$	393,015.00	Original Contingency Amount
			\$ 0
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>393,015.00</b>	<b>TOTAL CONTINGENCY VALUE</b>
			<b>\$</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 393,015.00</b>

Contract Start Date 1/8/14	Current Contract Expiration Date None – check 1/8/2019	Revised Contract Expiration Date
-------------------------------	---	----------------------------------

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

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0515</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? No funds will be paid out in FY13/14	
<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: This is an AEA agreement committing SANBAG to repay, or give credit on the ultimate project, when the public share is available at some future date when MSI Valley Interchange Funds become available for Tier 2 interchanges.	
<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 _____ %	

Carrie Schindler  
 \_\_\_\_\_  
 Project Manager (Print Name)  
Andrea Zureick  
 \_\_\_\_\_  
 Task Manager (Print Name)  
Andrea Zureick  
 \_\_\_\_\_  
 Dir. of Fund Admin. & Programming (Print Name)  
Jessy Hill  
 \_\_\_\_\_  
 Contract Administrator (Print Name)  
W STWARSKI  
 \_\_\_\_\_  
 Chief Financial Officer (Print Name)

	11/21/13
Signature	Date
	11/22/13
Signature	Date
	11/22/13
Signature	Date
	11/26/13
Signature	Date
	11/27/13
Signature	Date

**ADVANCED EXPENDITURE AGREEMENT NO. C14037**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**COUNTY OF SAN BERNARDINO**

**FOR**

**Interim Improvements for the Interstate 15/Sierra Avenue Interchange**

THIS AGREEMENT (herein referred to as this "Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY"), collectively referred to as the "PARTIES".

**WITNESSETH**

WHEREAS, the Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study identified freeway interchange projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that the Interstate 15/Sierra Avenue Interchange Project and construction expenditure phase are included in the SANBAG Nexus Study and is eligible to receive Measure I 2010-2040 Valley Freeway Interchange Program funds; and

WHEREAS, the SANBAG Nexus Study determines the fair-share percentages of the total estimated interchange improvement costs as: SANBAG – 19.7%, City of Rialto (RIALTO) – 52.2%, City of Fontana (FONTANA) – 22.5%, and COUNTY – 5.6%; and

WHEREAS, the State of California Department of Transportation (CALTRANS) and COUNTY wish to construct interim improvements to the Interstate 15/Sierra Avenue Interchange, which consist of signaling and widening northbound and southbound ramp intersections at Sierra Avenue, widening Sierra Avenue from Riverside Avenue to north of southbound Interstate 15 off-ramp, and drainage improvements (PROJECT), and FONTANA wishes to construct an

extension of existing Sierra Avenue sewer line and taper Sierra Avenue from two lanes to one lane at Riverside Avenue (SEWERLINE PROJECT); and

WHEREAS, COUNTY wishes to fund construction of the interim PROJECT prior to Measure I funds being available; and

WHEREAS, COUNTY, FONTANA and CALTRANS will enter into Construction Cooperative Agreement #08-1541 totaling \$3,013,000 for which CALTRANS will act as lead agency for the PROJECT with an estimated construction cost of \$2,750,000, of which CALTRANS will contribute \$755,000, and COUNTY will contribute \$1,995,000 toward PROJECT costs, and FONTANA will contribute \$263,000 toward the SEWERLINE PROJECT costs; and

WHEREAS, CALTRANS has fully funded and completed the design phase of the PROJECT; and

WHEREAS, COUNTY intends to advance all of the SANBAG, RIALTO, and FONTANA shares of the SANBAG Nexus Study fair-share PROJECT costs in exchange for reimbursement or credit on the future ultimate Interstate 15/Sierra Avenue Interchange Project equal to the advancement; and

WHEREAS, COUNTY intends to enter into a separate Development Mitigation Cooperative Agreement with RIALTO and FONTANA to coordinate all minority share development mitigation fair share contributions identified in Nexus Study; and

WHEREAS, since revenue from Measure I 2010-2040 is limited, SANBAG and COUNTY are entering into this Agreement, which will allow COUNTY to use its own funds to implement the PROJECT in advance of an allocation of Measure I funds, with the understanding that SANBAG will reimburse COUNTY for SANBAG share of eligible PROJECT expenditures with Measure I 2010-2040 Valley Freeway Interchange Program or other funds under SANBAG control at a later date in accordance with the Advance Expenditure Agreement (AEA) reimbursement policy in the Measure I 2010-2040 Strategic Plan Policy 40002 (POLICY) or through credit for the COUNTY share on the future ultimate Interstate 15/Sierra Avenue Interchange Project.

NOW, THEREFORE, SANBAG and COUNTY agree to the following:

#### SECTION I

##### SANBAG AGREES:

1. In accordance with the SANBAG Nexus Study to be responsible for 19.7% of the total eligible PROJECT costs that are incurred by COUNTY for an amount not to exceed \$393,015, as shown in Attachment A and hereby incorporated into this Agreement.
2. To reimburse, or provide credit on the future ultimate I-15/Sierra Interchange Improvement project, COUNTY for those eligible PROJECT expenses that are incurred by COUNTY for the PROJECT specific activities, as set forth in Attachment A to this

Agreement and as governed by the POLICY in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this Agreement. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and COUNTY.

3. To reimburse or provide credit to COUNTY, subject to Article 1 and Article 2 of this Section I, in accordance with the POLICY and after COUNTY 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 COUNTY.
4. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CALTRANS, the State of California and/or COUNTY performed pursuant to the provisions of State and Federal laws. 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

### COUNTY AGREES:

1. To provide a lump sum payment to CALTRANS of \$1,995,000 toward PROJECT costs, which includes the COUNTY share of \$111,720, the FONTANA entire share of \$448,875, the RIALTO entire share of \$1,041,390, and the SANBAG entire share of \$393,015 in accordance with the SANBAG Nexus Study and as shown in Attachment A.
2. That only eligible PROJECT-specific work activities, as set forth in Attachment A, that conform to the SANBAG Nexus Study will be eligible for Measure I reimbursement or credit. COUNTY agrees that it will only request reimbursement or credit for eligible PROJECT-specific work activities and that reimbursement/credit will occur based on timelines governed by the POLICY in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this Agreement.
3. To obtain from CALTRANS and submit to SANBAG an original and two copies of signed invoices for reimbursement or credit of those eligible PROJECT expenses according to the requirements specified in Attachment A. COUNTY further agrees and understands that SANBAG will not reimburse or credit COUNTY for any PROJECT expenditures that are not described in the PROJECT-specific work activities or that are in excess of the amount specified in Article 1 of Section I. Invoices shall be provided to SANBAG when credit is requested by the COUNTY as well as for direct reimbursement.
4. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and COUNTY fails to reimburse moneys due SANBAG within ninety (90) days of audit finding, or

within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due COUNTY from any source under SANBAG's control.

5. To provide a share of total eligible PROJECT expenses as defined in Attachment A, after subtraction of the CALTRANS contribution, which represents the development share. Any credited funds per Section II., Article 1 shall have been from a development mitigation source or from an internal loan consistent with Policy 40005/VFI-24 in order for the credit to be earned.
6. The COUNTY commits to providing the COUNTY portion, RIALTO portion and FONTANA portion of the development share for the PROJECT under this Agreement. The COUNTY, RIALTO and FONTANA will enter separate agreement(s) whereby FONTANA and RIALTO will compensate COUNTY for their remaining development shares not covered by CALTRANS Construction Cooperative Agreement #08-1541. SANBAG shall be consulted on any subsequent agreement(s) between the COUNTY, RIALTO and FONTANA that propose the trade of development shares between the PROJECT and another interchange project. A copy of any agreement between the COUNTY, RIALTO and FONTANA that is related to this Agreement shall be provided to SANBAG within 30 days after its execution, for purposes of documentation and future reference.
7. To the extent possible, obtain copies from CALTRANS and 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, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by COUNTY upon request.
8. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's 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, and other allowable expenditures by COUNTY.
9. To obtain information from CALTRANS so that the COUNTY can prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended by CALTRANS for those activities described in the work activities, and to submit that Report and invoice no later than 120 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.

10. To have a PROJECT-specific audit completed by COUNTY, at SANBAG's option and expense, or an audit as described in Section I Article 4 upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. The Recitals stated above are true and correct, and are fully incorporated by this reference.
2. To abide by all applicable federal, state, and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this Agreement.
3. SANBAG's financial responsibility shall not exceed 19.7% of eligible expenditures as listed in Attachment A. Absent an amendment to this Agreement, reimbursement or credit for the PROJECT shall be limited to \$393,015, the public share of the estimated cost of the PROJECT for which funds have been allocated by the SANBAG Board of Directors, or to the actual cost, whichever is less. The Agreement shall be amended, if applicable, to incorporate the project cost information included in the most current SANBAG Board-adopted version of the Nexus Study.
4. Eligible PROJECT reimbursement shall include only those costs incurred by CALTRANS and COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless 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 anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
6. Neither COUNTY 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 COUNTY, 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 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. SANBAG has and maintains policies of insurance for Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let within twenty-four (24) months of the date of execution of this Agreement.
9. The terms of this Agreement represent the consent of the COUNTY 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 this Agreement if the COUNTY 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.
10. The Effective Date of this Agreement is the date that SANBAG executes this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**San Bernardino County**  
**Transportation Authority**

**County of San Bernardino**

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

By: \_\_\_\_\_  
Janice Rutherford  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM AND  
PROCEDURE:

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

By: \_\_\_\_\_  
Scott Runyan  
Deputy County Counsel

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

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

**Attachment A**

**Interstate 15/Sierra Avenue Interim Interchange Improvements Project  
Project Phase Scope, Cost, and Schedule**

**Proposed Project Work:**

Construct interim improvements to the Interstate 15/Sierra Avenue Interchange, which consist of signaling and widening northbound and southbound ramp intersections at Sierra Avenue, widening Sierra Avenue from Riverside Avenue to north of southbound Interstate 15 off-ramp, and drainage improvements.

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

Total Project Cost	\$2,750,000
<u>Caltrans Contribution</u>	<u>\$ 755,000</u>
Net Project Cost	\$1,995,000

Fontana contribution to Sewerline Project: \$263,000

**Net Project Costs Distribution by Party:**

SANBAG Public Share: 19.7% = \$1,995,000 X 19.7% = \$393,015  
 Developer Share: 80.3% = \$1,995,000 X 80.3% = \$1,601,985  
 (Shared: 52.2% RIALTO, 22.5% FONTANA & 5.6% COUNTY resulting in the following Nexus Shares of the total project cost)

COUNTY		
Nexus %	Contribution	Over contribution
5.60%		
\$111,720	\$1,995,000	\$1,883,280

SANBAG		
Nexus %	Contribution	Credit/Reimburse to County
19.70%		
\$393,015	\$0	\$393,015

This Agreement covers the terms of credit/reimbursement of the \$393,015 SANBAG Public Share contribution to the Project. Reimbursement of the remaining RIALTO and FONTANA Development Mitigation Contribution Shares to the County (\$1,041,390 and \$448,875, respectively) will be covered by separate agreement(s).

**Proposed Project Phase Schedule (milestone delivery dates):**

PS&E (Design completion)	11/8/12
Ready to List (RTL)	10/14/13
Advertise	10/28/13
Award Contract	11/20/13
Begin Construction	1/28/14
End of Construction	5/29/14



- 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:** December 12, 2013

**Subject:** Transit Stations Security Study California Transit Security Grant Program Application

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

1. Authorize staff to submit the Fiscal Year 2011/2012 and Fiscal Year 2012/2013 California Transit Security Grant Program Grant Application to fund the Transit Stations Security Study in the amount of \$250,000.
2. Adopt Resolution No. 14-007 authorizing the Executive Director and/or his or her designee to execute any documents and take other actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the grant program.
3. Approve a Fiscal Year 2013/2014 budget amendment to Task No. 0352 General Commuter Rail decreasing State Transit Assistance Rail by \$250,000 and increasing it by the same amount of State Proposition 1B Security Funds.

**Background:** The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects

\*

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

*Approved*  
 Board Metro Valley Study Session

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

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

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

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

that provide increased protection against security and safety threats, costs associated with planning, engineering, construction management, environmental impact reports and assessments, architectural and other design work, and other security and safety-related projects approved by the California Office of Emergency Services (Cal OES). Cal OES, formally known as the California Emergency Management Agency (Cal EMA), administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP), California Transit Assistance Fund (CTAF).

Currently, security services at the Valley transit stations are provided by the cities in which the stations are located. At the end of each fiscal year, SANBAG reimburses the cities the cost for providing these security services. SANBAG plans to conduct a study in order to determine if there is a more efficient way to manage security at the various Valley transit stations. Approval of this item will give staff the authority to process the Fiscal Year 2011/2012 and 2012/2013 CTSGP grant application necessary to secure \$250,000 of CTSGP funding for the study.

**Financial Impact:** This item is not consistent with the adopted SANBAG Fiscal Year 2013/2014 Budget. A budget amendment is required to Task No. 0352 replace \$250,000 State Transit Assistance Rail funds previously anticipated to fund this study with the CTSGP grant funds. The CTSGP grant does not require matching funds.

**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 a draft of the Resolution.

**Responsible Staff:** Vanessa Jezik, Transportation Programming Analyst

**RESOLUTION NO. 14-007**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS UP TO \$250,000 FOR THE TRANSIT STATIONS SECURITY STUDY PROJECT AND TO EXECUTE NECESSARY DOCUMENTATION TO OBTAIN THE FUNDS AND ENSURE CONTINUED COMPLIANCE WITH THE REQUISITE ASSURANCES, AND STATE AND FEDERAL LAWS**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGBP); and

WHEREAS, the San Bernardino County Transportation Commission (Commission) is eligible to receive CTSGBP funds; and

WHEREAS, Commission will apply for 2011/2012 and 2012/2013 CTSGBP funds in an amount up to \$250,000 for the Transit Stations Security Study project; and

WHEREAS, Commission recognizes that it is responsible for compliance with all Cal OES CTSGBP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of Commission to execute documents, take actions necessary to obtain CTSGBP funds from Cal OES, and ensure continued compliance with Cal OES CTSGBP assurances, and state and federal laws.

---

	<i>Approved Board of Directors</i>
	<i>Date:</i> _____
<i>Moved:</i>	<i>Second:</i>
<i>In Favor:</i>	<i>Opposed:</i> <i>Abstained:</i>
<i>Witnessed:</i>	_____

**NOW, THEREFORE,** the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

**Section 1.** The above recitals are true and correct and are incorporated herein in full by this reference.

**Section 2.** Raymond Wolfe, Executive Director, and/or his designee, is hereby authorized to execute necessary documentation for and on behalf of Commission, a public entity established under the laws of the State of California, and take any actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the CTS GP.

**Section 3.** This Resolution shall take effect upon adoption.



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

**Minute Action**

AGENDA ITEM: 11

**Date:** December 12, 2013

**Subject:** Additional fund allocations to Southern California Regional Rail Authority for managerial staffing services.

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

1. Approve an increase to the Fiscal Year 2013/2014 Southern California Regional Rail Authority (SCRRA) operating assistance and allocate an additional \$40,447 for additional costs associated with SCRRA's contract with KPMG LLP for managerial staffing services.
2. Approve a budget amendment in Task No. 0377 Commuter Rail Operating in the amount of \$40,447 in State Transit Assistance Funds (PUC 99314) for a new task total of \$13,008,947.

**Background:** At the November 8, 2013, SCRRA Board meeting, Contract No. SP403-14 for managerial staffing services between SCRRA and KPMG, LLP was amended to increase the funding authorization by \$772,554 from the original amount of \$200,000, for a new not-to-exceed contract funding authorization of \$972,554. This additional funding authorization requires that the five (5) member agencies of SCRRA contribute additional operating subsidies. SANBAG's share of this additional subsidy contribution is \$40,447 as detailed in the attached support documentation from SCRRA.

\*

*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.

MVSS1312b-jrf

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1312/AgendaItems/MVSS1312b1-jrf.pdf>

In February of 2013, after a year-long review, the SCRRA Finance Ad-Hoc Committee reported to the SCRRA Board, significant problems in the overall management of SCRRA's Finance Department, where a lack of systems configuration and accountability was preventing the efficient and effective performance of required daily activities. As a result of this report the SCRRA Board awarded a contract to KPMG, LLC in an amount of \$200,000 on September 13, 2013, to provide managerial staffing services to the Finance Department and to specifically complete the following tasks:

- Facilitate billing of grants and third party agreements
- Assist in review and assessment of aged Accounts Receivable
- Monitoring of Accounts Payable (AP) and assistance with open APs
- Research and Monitor Cash Availability and Restricted Funds
- Assist with monthly and year-end financial reporting
- Review and reconciliation of fixed assets
- Assess existing and future staffing needs
- Performance of additionally assigned tasks based on the evaluation of above

The initial phase of this managerial staffing contract resulted in the need for further assistance, in part due to the position of Chief Financial Officer being vacant and thus creating a need for continued high level assistance. Therefore, on November 8, 2013, the SCRRA Board approved to amend KPMG's contract by increasing the original contract funding authorization of \$200,000 by \$772,554, for a new not-to-exceed amount of \$972,554. Partial funding for these services in the amount of \$450,000 is available in SCRRA's Fiscal Year 2013/2014 Operating Budget, resulting in the remaining \$522,554 to be paid by the member agencies.

Of the \$522,554 that is to be paid by member agencies, \$382,212 is allocated to the operating budget and the remaining \$140,342 allocated to new capital, rehabilitation, capital equipment, and third party projects. It is assumed that these non-operating costs are already funded by the individual projects that they will eventually be charged to, so only the additional Operating Budget expense of \$382,212 needs to be addressed with an additional subsidy. Thus based on SANBAG's member agency percentage share for operating costs, SANBAG's share of this additional subsidy equals \$40,447.

**Financial Impact:** This item is not consistent with the Fiscal Year 2013/2014 budget, and requires a budget amendment as outlined in recommendation two (2).

**Reviewed By:** This item has been reviewed by the SANBAG Board of Directors on December 4, 2013.

**Responsible Staff:** Justin Fornelli, Chief of Transit and Rail Programs

MVSS1312b-jrf

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1312/AgendaItems/MVSS1312b1-jrf.pdf>

**METROLINK.**

Southern California Regional Rail Authority

December 2, 2013

Justin Fornelli  
TAC Member, SANBAG**RE: Contract No. SP403-14 – KPMG Managerial Staffing Services**

Dear Justin,

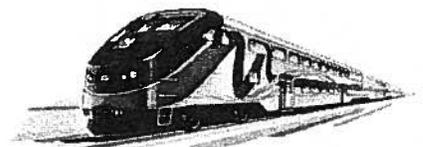
In response to a request from the last TAC meeting, enclosed please find a confirmation and break-down of the additional contract funding authority required to cover the additional projected expenses related to Contract SP403-14 (KPMG/Managerial Staffing Services. Please be advised that this information was provided to the MAAC following its meeting on October 31, 2013.

In terms of background, at its November 8, 2013 Board meeting, the Board authorized:

- Amending Contract No. SP403-14 Managerial Staffing Services with KPMG, LLP increasing the contract funding authorization by \$772,554--from the original amount of \$200,000--to a new total not-to-exceed contract funding authorization amount of \$972,554
- Amending the FY2013-14 Operating Budget to fund the shortfall in the amount of \$522,554. The funding shortfall will be paid as additional subsidy from the Member Agencies

A copy of the board item, as well as a copy of the scope of work has been enclosed for reference. In terms of a defined scope of work, KPMG, LLC was tasked to complete the following:

- Facilitate billing of grants and third party agreements
- Assist in review and assessment of aged Accounts Receivable
- Monitoring of Accounts Payable (AP) and assistance with open APs.
- Research and monitor Cash Availability and Restricted Funds
- Assist with monthly and yearend financial reporting
- Review and reconciliation of fixed assets
- Assess existing and future staffing needs
- Performance of additionally assigned tasks based on evaluation of above





Southern California Regional Rail Authority

As noted in the attached budget breakdown, SANBAG's requested allocation is \$40, 447.

Please note that we envision the total operating funding request of \$522,544 will be charged to G&A allocated to the Operating Budget based on labor dollars (73.14%). The remaining labor (26.86%) is budgeted to new capital, rehabilitation, capital equipment and third party projects. The \$522,554 is therefore allocated to the Operating Budget in the amount of \$382,212 (\$318,408 to Train Operations & \$63,804 to MOW) and the remaining \$140,342 to capital/rehab/third party.

It is assumed that these non-Operating costs are already funded by the individual projects that they will eventually be charged to, so only the additional Operating Budget expenses need to be addressed. Thus, at this time, only \$382,212 is needed to fund the KPMG contract.

We truly appreciate the member agencies' support of the effort to address and improve the Finance-related deficiencies identified in the Finance Ad Hoc report from February 2013.

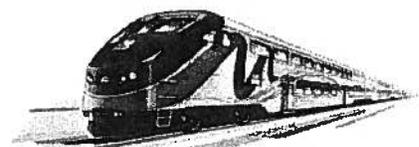
Thank you for your continued support.

Sincerely,

Al Scala  
Chief Project and Contract Compliance Officer

cc. Bill Stawarski, Chief Financial Officer, SANBAG  
Barbara Manning, SCRRA Chief Auditor

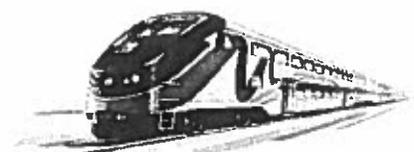
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# METROLINK®



Southern California Regional Rail Authority



**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
FISCAL YEAR 2013-14 BUDGET AMENDMENT  
Additional KPMG Funding for Management Staffing**

Additional KPMG Funds \$ 522,554 Charged to G&A

Budget	Allocation (1)	Total	Metro	OCTA	RCTC	SANBAG	VCTC
Train Operations	60.93%	\$318,408	\$160,541	\$58,057	\$32,609	\$33,557	\$33,644
Maintenance of Way	12.21%	\$63,804	\$38,959	\$11,565	\$2,288	\$6,889	\$4,103
<b>Total Operating Budget</b>	<b>73.14%</b>	<b>\$382,212</b>	<b>\$199,500</b>	<b>\$69,622</b>	<b>\$34,896</b>	<b>\$40,447</b>	<b>\$37,747</b>

New Capital	8.35%	\$43,644	} Charged directly to projects within each budget category (2)
Rehabilitation	9.15%	\$47,824	
Capital Equipment	4.02%	\$21,030	
Third Party Agreements	5.33%	\$27,844	
<b>Total</b>	<b>100.00%</b>	<b>\$522,554</b>	

Member Expense Allocations (3)	Total	Metro	OCTA	RCTC	SANBAG	VCTC
Train Operations	100.00%	50.42%	18.23%	10.24%	10.54%	10.57%
Maintenance of Way	100.00%	61.06%	18.13%	3.59%	10.80%	6.43%

(1) The KPMG Funds are charged to G&A which is allocated to each budget based on labor dollars. 73.14% of SCRRRA's labor is budgeted to the Operating Budget under Train Operations or Maintenance of Way. The remaining labor (26.86%) is budgeted to New Capital, Rehabilitation, Capital Equipment, or Third Party projects.

(2) G&A allocated to Capital/Rehab/Third Party projects will be distributed to individual projects based on labor charged directly to projects within that budget mode. It is not possible to calculate member agency contributions to these budgets because staff labor is not budgeted to individual projects on an annual basis. Each member's share would depend on the labor charged to each project and the funding on the project. If a project does not have local funding, member agencies will not be charged for G&A expenses charged to the project.

(3) G&A expenses are allocated based on route miles for Train Operations and track miles maintained for Maintenance of Way.



**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**TRANSMITTAL DATE: November 1, 2013**

**MEETING DATE: November 8, 2013**

**ITEM 35**

**TO: Board of Directors**

**FROM: Chief Executive Officer**

Amended by Board –  
Recommendation reflects amended  
action with strikethrough/edit

**SUBJECT: Contract No. SP403-14 Managerial Staffing Services for Finance Department – Increase Contract Funding Authorization and Amend FY2013-14 Operating Budget – KPMG, LLP**

**Issue**

Managerial staffing services are needed to provide supplemental high-level managerial staffing to the Finance Department.

**Recommendation**

The Executive Management and Audit Committee approved and recommends that the Board authorize the Chief Executive Officer to:

- 1) Amend Contract No. SP403-14 Managerial Staffing Services for the Finance Department with KPMG, LLP in the original amount of \$200,000 to increase the contract funding authorization by \$772,554 to a new total not-to-exceed contract funding authorization amount of \$972,554, ~~subject to Member Agencies' approval of their amended budgets.~~
- 2) Amend the FY2013-14 Operating Budget to fund the shortfall of the above contract in the amount of \$522,554. The funding shortfall will be paid as additional subsidy ~~to~~ from the Member Agencies.

**Committee Review**

The Executive Management and Audit Committee reviewed and approved this item at its meeting held on October 25, 2013.

**Alternatives**

The Board may modify the amount of the increase in contracting authorization or the Board may not extend the contract.

**Background**

At the September 13, 2013 meeting, the Board awarded Contract No. SP403-14 to KPMG, LLP to provide managerial staffing services for the Finance Department. These services

were necessitated due to vacancies and problems noted in overall management of the department and systems configuration in the Finance Department preventing the efficient and effective performance of required daily activities.

Initial phases of the staffing contract have resulted in the need for further assistance. In addition, the position of Chief Finance Officer is currently vacant thus creating a need for continued high level assistance. Additional activities are also needed to effectively interface the Oracle upgrade with accounting and financial processes and to improve the effectiveness of the Grants Management System.

Therefore, the Executive Management and Audit Committee approved and recommends the Board authorize the Chief Executive Officer to amend Contract No SP403-14 for Managerial Staffing Services for Finance Department with KPMG, LLP by increasing the original contract funding authorization of \$200,000 by \$772,554 to a new total not-to-exceed contract funding authorization amount of \$972,554 (see Attachment A for details) allowing continuation of managerial services in the Finance Department.

In accordance with the Board-approved Contract Administration and Procurement Policies and Procedures CON-5, Cost and Price Analysis, staff has determined that the rates KPMG offered to the Authority are fair and reasonable.

During the past several weeks, KPMG, LLP has been responsive in meeting the Authority's immediate demand for managerial staffing services.

**Budget Impact**

Partial funding for these services in the amount of \$450,000 is available in the FY2013-14 Operating Budget and includes current vacant positions in the finance department, the Chief Executive Officer Consultants Budget, and funds previously budgeted for the financial consultant services by Robbins-Gioia, LLC, which have been suspended until further notice. Funding in the amount of \$522,554 will be requested from the Member Agencies and if obtained, the FY2013-14 Operating Budget will be amended and full Notice to Proceed issued.

Prepared by: Barbara Manning, Chief Auditor  
Lia McNeil-Kakaris, Assistant Director, Contracts & Procurement

  
MICHAEL P. DePALLO  
Chief Executive Officer



**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
METROLINK COMMUTER RAIL SYSTEM**

**MANAGERIAL STAFFING FOR FINANCE DEPARTMENT**

**SCOPE OF SERVICES**

As a result of recent internal staff managerial turnover which occurred with limited notice, and previously existing vacant positions, the Southern California Regional Rail Authority (Authority) is proposing to retain the services of a qualified accounting firm to provide managerial staffing services for the Accounting and Finance Department. These services are needed to maintain efficient and effective operations for the Authority and to ensure that assets are properly safeguarded.

**I. INTRODUCTION**

The Authority is a Joint Exercise of Powers Authority (JPA) created in 1991 to develop and operate a five county commuter rail system known as Metrolink. Metrolink is a premier regional rail system, including commuter and other passenger services, linking communities to employment and activity centers. Metrolink provides reliable transportation and mobility for the region, leading to more livable communities. The Authority has an 11-member Board made up of representatives from the below listed Member Agencies:

- Los Angeles County Metropolitan Transportation Authority
- Orange County Transportation Authority
- Riverside County Transportation Commission
- San Bernardino Associates Governments
- Ventura County Transportation Commission

The Authority, on behalf of its Member Agencies, is specifically responsible for:

- A) Managing the operations of the Metrolink commuter rail system including all attendant maintenance and administrative functions, and
- B) Administering and maintaining the operational capacity of Member Agency owned Rights-Of-Way, and
- C) Implementing, overseeing, or managing the construction of all railroad related capital improvements including the acquisition or construction of new railroad infrastructure and the preservation of currently extant assets.

## **1. Funding Sources and Other Considerations**

The Authority reports its financial position and activities as a special-purpose Governmental entity engaged only in business-type activities and presents Financial Statements required for enterprise funds.

As a JPA, the Authority receives its funding and support from a number of different sources, including: Direct operating revenues, operating subsidies and capital grants from its Member Agencies, direct State and Federal Capital grants, third-party reimbursements, fee for service revenues, and other minor sources.

Each source of revenue may have significant limitations regarding the appropriate and applicable use of funds. Further, funds may support one or more objectives of the Authority and each agency objective may be supported by more than one resource.

In order to designate, accumulate, and control the expenses, and recognize the appropriate and applicable revenues to be applied towards the agency's objectives, the Authority has chosen to utilize a Program/Project framework under which agency activities are organized. The ability to systematically organize, identify and isolate activities of the Authority at the appropriate, required, level of detail, is of paramount importance.

The Authority currently is among the forefront of agencies that use "out-sourcing" as a basic business model. Approximately 90% of the annual outlays of the Authority are remitted to vendors operating under a contractual relationship to provide the goods or services the agency manages and oversees. Actual internal agency costs, consisting primarily of labor related costs of Authority employees, represent the balance.

## **2. Operating Environment**

The Authority employs a number of systems and solutions to support its business operations.

The core system to the agency's administrative processes is the Financial Information system, based on the Oracle eBusiness Suite Enterprise Resource Planning (ERP) software package. The FIS system supports financial operations, procurement processes, grant and project accounting. Supporting FIS are a number of current and proposed systems that provide for Asset Management, Reporting, Sales Tracking, project Management and other business solution services.

The Information Technology department in partnership with the administrative functions of the organization has been executing against a strategic plan developed in FY10/11. That plan initially focused on the stabilization of the systems environment has progressed into developing and expanding business solutions and leveraging the core FIS system.

On May 28, 2013, the Authority completed an upgrade of FIS release 11.5.10 to release 12.

This upgrade introduced a series of new features and functions, including new grant management features and budgetary controls. These new features are intended to address key weaknesses in the Authority's systematic ability to effectively manage and track grant funding and transparently report financial results.

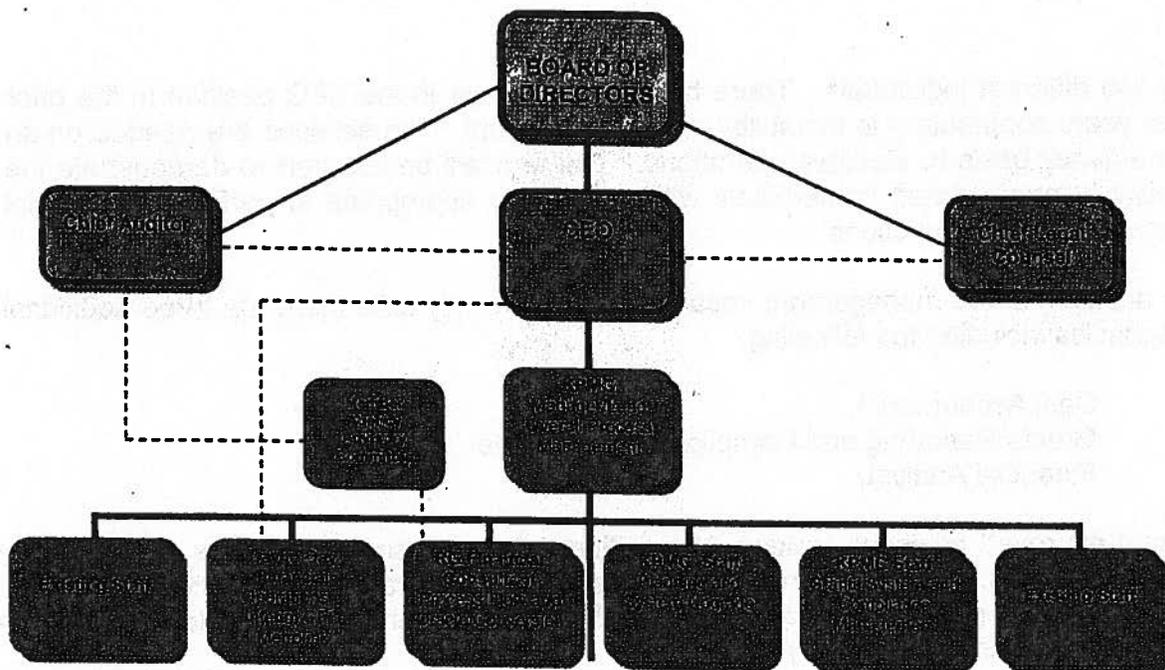
The upgrade of the FIS system included a conversion of project and grant balances and well as open transactions. Historical transactional detail was not converted and is accessible in the legacy FIS 11i version. The system is not completely functional at this time.

## **II. DESCRIPTION OF SERVICES**

### **1. General Description of Services**

The Authority is soliciting the services of a Certified Public Accounting Firm with extensive experience in management and provision of high level managerial services for Accounting and Finance Departments in the government sector to provide services on an interim basis for accounting and finance activity. The firm will be expected to coordinate activities within the Accounting and Finance Department and to provide leadership and direction in planning and process improvement implementation. Initial activity will be capped by the limits as approved by the Board of Directors.

Services required would provide supervision through the services of one in-charge accountant who would coordinate management activities and ensure that existing staff are operating in the most effective and efficient manner. The KPMG Staff Person In-Charge would coordinate the following components:



KPMG to perform assessment of status including staffing needs within four to five days and begin staffing activity immediately following the assessment.

Metrolink currently has a vacant CFO position and two vacant managerial positions which are temporarily filled by KPMG staff. The chart may be revised after the assessment.

Maintain and supplement current Metrolink positions. In charge to determine additional staffing requirements.

These services are necessitated by vacancies in the Accounting/Finance Department which prevent the performance of required daily activities in an efficient and effective manner due to insufficient staffing and problems noted in overall management of the Department and systems configuration. The positions currently open include three of five positions at the managerial level including the following:

Chief Financial Officer  
 FIS Oracle Liaison  
 Manager of General Accounting

There are two current regular staff positions filled at this level, the Manager, Budgets and Finance and the Manager, Grants Administration and Fiscal Management. The Manager, Budgets and Finance has been in the position for less than one month. In addition, an Interim CFO position has been temporarily filled as of the week of August 26, 2013. The position of CFO has been filled on an interim basis since February 2013

by two different individuals. There has been turnover in the CFO position in the prior two years contributing to instability in the department. The services are needed on an emergency basis to stabilize operations. The firm will be required to demonstrate the ability to provide staff immediately with skill levels appropriate to perform managerial activities in these functions.

In addition, to the management vacancy which currently exists there are three additional vacancies including the following:

Cost Accountant I,  
Grants Reporting and Compliance Coordinator  
Financial Analyst.

Total approved positions include 21 positions, 5 management positions and 16 entry level positions. In addition, there are multiple temporary staff positions filled and unfilled. The provider may be asked to provide recommendations related to immediate priorities in staffing for these positions.

The overall objective to provide experienced managerial staffing for the vacancies noted to ensure efficient and effective provision of accounting and finance services for Metrolink / SCRRA on an emergency interim basis with priority for the function performed due to vacant positions and inadequate staffing and to plan and implement new improved financial systems processes.

Deliverables include the following:

**Week 1:**

1. Assessment of current Finance Department status
2. Develop plan to include system redesign Implementation to be completed in a series of four stages as agreed to with the KPMG In-charge for Authority approval

**Week 2 thru 6 –Implementation of Plan**

3. Reporting - Weekly reports to the CEO, Chief Auditor, and General Counsel  
Monthly reports to the Board of Directors

## EXHIBIT 1

### TRAVEL POLICY

## TRAVEL POLICY

Where travel is authorized by the Authority to be reimbursed, it will be reimbursed in accordance with the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

If charged to the Authority, all travel, whether to Los Angeles or from Los Angeles to other locations, shall be approved in writing in advance by the Authority's Project Manager.

**Time for travel will not be reimbursed.**

### A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate.

### B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule required immediate travel at a time when higher class accommodations are the only accommodations available. Downgrading (exchange) of airline ticket where the Consultant receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

The Authority does not pay for air travel insurance.

### C. Accommodations

The Authority will reimburse hotel room fees at room rate not-to-exceed the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

### D. Meals

Meals will be reimbursed up to a maximum of \$40.00 per day of travel, based on the actual cost, see California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if

possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. The Authority will not pay for alcoholic beverages.

#### **E. Telephone Usage**

Consultant's employees shall submit documentation regarding all telephone calls charged to the Authority. Documentation must include the name of the party being called and the purpose of the call. The Authority shall allow one business call upon arrival and one call prior to departure. The Authority will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable.

#### **F. Parking and Ground transportation**

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Consultant's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

Consultant's employees must fuel rental automobiles prior to turn-in as rental companies normally add a large service charge to fuel costs.

Consultant's Employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting Authority business is reimbursable.

Transportation related to toll charges incurred while on Authority business is reimbursable.

#### **G. Baggage Handling**

Baggage Handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

#### **H. Other Business Expenses**

Supplies, equipment rental, reprographics, and facsimile-related expenses may be reimbursed when traveling on Authority business. Such expenses shall be billed at cost.

**I. Non-Allowable Expenses**

The Authority will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc. Pursuant to the Authority's policy, costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable per 48 CFR Part 31.2 (FAR).



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

**Minute Action**

AGENDA ITEM: 12

**Date:** December 12, 2103

**Subject:** Public Hearing Pursuant to Public Contract Code section 4107.5

**Recommendation:\*** Pursuant to authority delegated by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, on December 4, 2013, that the Board of Directors Metro Valley Study Session:

1. Conduct a Public Hearing pursuant to Public Contract Code section 4107.5 regarding Kemp Bros. Construction Company's claimed inadvertent listing of four subcontractors due to clerical error.
2. Determine whether to consent to the substitution of subcontractors based upon declarations, testimony and other evidence presented during the public hearing.

**Background:** On December 4, 2013, the SANBAG Board of Directors awarded Contract No. C14002 to Kemp Bros. Construction Company (Kemp Bros.) for the construction of the San Bernardino Transit Center in the amount of \$12,623,494. On Tuesday, December 03, 2013, a facsimile communication was received from Kemp Bros. informing SANBAG staff of an inadvertent clerical error in their subcontractor list. The four (4) subcontractors listed in the bid for tile (J. Colavin & Son), landscape (Marina Landscape), concrete (JD Jimenez) and structural steel (KCB Towers) were claimed to have been inadvertently listed.

\*

*Approved*  
 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.

The following firms were the intended, yet not listed, firms for each respective category: Continental Marble (tile), Pacific Premier Landscape (landscape), A & S Cement Contractors (concrete), and SCW Contracting (steel).

Kemp Bros. indicated the error was caused by the bid software used to prepare the bid and is seeking relief pursuant to Public Contract Code Section 4107.5 which states in part, "any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within six (6) working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made."

Pursuant to Public Contract Code section 4107.5, a public hearing must be conducted by the awarding authority to determine whether or not the subcontractors listed were, in fact, inadvertent due to a clerical error. The awarding authority, i.e. the Board of Directors, delegated authority to the Metro Valley Study Session to conduct this hearing. The inadvertently listed subcontractors have until close of business on Tuesday, December 9, 2013, to file written objections.

At the time of printing this report the required six (6) working days had not yet passed, therefore staff is unable to provide any additional information or analysis to make a recommendation regarding the validity of the claim of inadvertently listed subcontractors. A revised staff report will be provided prior to the Board of Directors Metro Valley Study Session as well as any declarations, written objections or other evidence submitted by Kemp Bros., the claimed inadvertently omitted subcontractors, the claimed inadvertently listed subcontractors, and by staff.

**Financial Impact:** No financial impact is associated with this item.

**Reviewed By:** This item has been reviewed and approved by SANBAG General Counsel.

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



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

*Minute Action*

AGENDA ITEM: 13

**Date:** December 12, 2013

**Subject:** Rail and Transit Projects Update

**Recommendation:\*** Receive presentation of the SANBAG Transit and Rail Program.

**Background:** Staff will make a presentation of on-going SANBAG Transit and Rail program projects including the completion of the Eastern Maintenance Facility; status of the Downtown San Bernardino Passenger Rail Project, San Bernardino Transit Center, Redlands Passenger Rail Project, and various other transit and rail studies and tasks.

**Financial Impact:** The Rail and Transit Projects Update has no financial impact on the Fiscal Year 2013/2014 budget.

**Reviewed By:** This item is not scheduled for review by any other policy committee or technical advisory committee.

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

\*

	<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.

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
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