



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

SPECIAL NOTICE OF FINAL, BINDING ACTION—ITEM 3

SANBAG Board Metro Valley Study Session

August 14, 2014 9:00 am

Santa Fe Depot – SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

After consultation with the SANBAG Board President, this item is agendized as a final binding action of the Board pursuant to SANBAG Board Policy 10007.

Discussion Calendar Agenda Item No. 3

Section 130 Reimbursement Agreement for Palm Avenue Grade Separation Project

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

1. Find it is in the best interests of the San Bernardino County Transportation Authority to take final action on this item at this Metro Valley Study Session;
2. Take final binding action at this Metro Valley Study Session approving Reimbursement Agreement 15-1001049 between the State of California, acting through its Department of Transportation (Caltrans), and San Bernardino County Transportation Authority (SANBAG), substantially in the form attached, which would allow reimbursement to SANBAG of up to \$5,000,000.00 in Section 130 funds; and
3. Authorize the Executive Director to execute the final agreement after approval as to form by General Counsel; and
4. Approve Budget Amendment to the SANBAG FY 2014/2015 budget Task No. 874 to add \$5,000,000.00 in Section 130 funds.

Policy 10007 II. B. 2 states:

“During a Board Study Session, the Board may take final binding actions of the Board, regarding Measure I Major Projects in the Metro Valley, under the following circumstances:...

2. The Executive Director, after consultation with the Board President:

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

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

AGENDA

Board of Directors Metro Valley Study Session

August 14, 2014

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

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Michael Tahan, Council Member
City of Fontana

Study Session Vice-Chair

Ray Musser, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Ed Graham, Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor Pro Tem
City of Victorville

George Huntington, Mayor Pro Tem
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

Ex-Officio Member - Basem Mualllem, Caltrans District 8 Director
Ray Wolfe, SANBAG Executive Director
Eileen Teichert, SANBAG General 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
County Congestion Management Agency
Service Authority for Freeway Emergencies

AGENDA

Board of Directors Metro Valley Study Session

August 14, 2014
9:00 a.m.

Location
SANBAG Office
First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410

CALL TO ORDER

(Meeting Chaired by Michael Tahan)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Melonie Donson

Possible Conflict of Interest Issues for the SANBAG Board of Directors Metro Valley Study Session Meeting of August 14, 2014.

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

1. Information Relative to Possible Conflict of Interest

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest for the Board of Directors Metro Valley Study Session.

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member request.

Project Delivery

2. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Diversified Landscape, Inc., KASA Construction, Inc., Brutoco Engineering and Construction, Ortiz Enterprises, Inc., Skanska Civil, USA and Riverside Construction Company, Inc.** Pg. 11

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

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

DISCUSSION ITEMS

Project Delivery

3. **Section 130 Reimbursement Agreement for Palm Avenue Grade Separation Project** Pg. 23
As noted in the Special Notice to the Board of Directors

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

1. Find it is in the best interests of the San Bernardino County Transportation Authority to take final action on this item at this Metro Valley Study Session;
2. Take final binding action at this Metro Valley Study Session approving Reimbursement Agreement 15-1001049 between the State of California, acting through its Department of Transportation (Caltrans), and San Bernardino County Transportation Authority (SANBAG), substantially in the form attached, which would allow reimbursement to SANBAG of up to \$5,000,000.00 in Section 130 funds; and
3. Authorize the Executive Director to execute the final agreement after approval as to form by General Counsel; and
4. Approve Budget Amendment to the SANBAG FY 2014/2015 budget Task No. 874 to add \$5,000,000.00 in Section 130 funds. **Garry Cohoe**

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

4. State Route 60 (SR-60) Archibald Avenue Interchange Improvement Project

Pg. 40

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. R14138 with the City of Ontario for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Archibald Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$14,563,000. The City's portion is \$9,693,943 and includes \$200,000 for SANBAG's Project Management costs. The Public Share is \$4,869,057.

2. Authorize the release of Request for Proposals (RFP) No. 14169 for the preparation of Project Initiation Document (PID), Project Report and Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services, and Construction Support Services for the SR-60 Archibald 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 reviewed this item, and a draft of the agreement and RFP.

5. Interstate 10 (I-10) Tippecanoe Avenue Interchange Reconstruction Landscape Maintenance

Pg. 76

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 Landscape Maintenance Agreement C14127 with the State of California Department of Transportation for the I-10 Tippecanoe Interchange Phase 2 at no cost.

2. Approve the Plans, Specifications, and Estimates and authorize advertising Invitation for Bid 14180 for the Landscape Maintenance Contract for the I-10 Tippecanoe Interchange Phase 1.

3. Approve taking the recommendation for award of the C14180 Landscape Maintenance Contract directly to the Board without prior Board Metro Valley Study Session review. **Garry Cohoe**

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

6. Interstate 215 (I-215) Landscaping Replacement Project

Pg. 85

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 the Plans, Specifications, and Estimate, and authorize advertising Invitation for Bids 14171 for construction of the I-215 Segment 3 Landscaping Replacement Project.
2. Approve taking the recommendation for award of the construction contract directly to the Board without prior Board Metro Valley Study Session review.
3. Approve award of Contract No. C14129 for I-215 Segments 1, 2, 3 and 5 Landscaping Replacement Project, after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by Caltrans' Local Assistance Procedures Manual. This agenda item will be updated when the firm is selected and the staff negotiates the scope of services and the contract amount.
4. Approve a contingency amount of 10% for Contract No. C14129 and authorize the Executive Director or designee to release contingency as necessary for the project.
Garry Cohoe

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

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief comments by the General Public

ADJOURNMENT

Additional Information

Board of Directors Metro Valley Study Session Attendance Register

Pg. 88

Acronym List

Pg. 90

**The next Board of Directors Metro Valley Study Session will be
September 11, 2014**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

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

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

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 "aye" votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member's "nay" vote or abstention. Members present who do not individually and orally state their "nay" vote or abstention shall be deemed, and reported to the public, to have voted "aye" on the motion.

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/she would like to amend the 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 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 the SANBAG Board of Directors January 2008
Revised March 2014*

- 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: August 14, 2014

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 for the Board of Directors Metro Valley Study Session.

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	C11169	Diversified Landscaping, Inc. <i>Vicki Moralez</i>	None
3-B	C12098	KASA Construction <i>Diana Kasbar</i>	Canyon Hydroseeding
3-C	C13002	KASA Construction <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
3-D	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

			<p>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.</p>
3-E	C12224	<p>Ortiz Enterprises, Inc <i>Patrick A. Ortiz</i></p>	<p>Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies</p>

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 3

			<p>Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.</p>
3-F	C12196	<p>Ortiz Enterprises, Inc. <i>Patrick A. 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 & Signs</p>
3-G	C11184	<p>Skanska <i>Tim Wilson</i></p>	<p>Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J. V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants</p>

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 4

			Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
3-H	C13108	Skanska Civil, USA <i>Jeffrey Langevin</i>	Chrisp Company Dywidag Systems International Fence Corporation, Inc. Hayward Baker Integrity Rebar Placers John S. Meek Company, Inc. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction Co. Sierra Landscape Development, Inc.
3-I	C13121	Riverside Construction Company, Inc. <i>Donald M. Pim</i>	Caliagua, Inc. C.P. Construction Crown Fence Company Griffith Company High Light Electric Integrity Rebar Placers Malcolm Drilling Match Corporation Old Castle Precast

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.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Minute Action

AGENDA ITEM: 2

Date: August 14, 2014

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Diversified Landscape, Inc., KASA Construction, Inc., Brutoco Engineering and Construction, Ortiz Enterprises, Inc., Skanska Civil, USA and Riverside Construction Company, Inc.

Recommendation:

Review and ratify change orders.

Background:

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

A. Contract Number (CN) 11169 with Diversified Landscape, Inc. for construction of the SR-210 Segment 9 Landscaping project: CCO No. 12 (no cost/no credit change to account for one bid item which overran the Engineers Estimate but resulted in no cost adjustment).

B. CN C12098 with KASA Construction for construction of the SR-210 Segment 10 Landscaping project: CCO No. 12 (no cost/no credit change to account for bid items which overran the Engineers Estimate but resulted in no cost adjustment).

C. CN C13002 with KASA Construction for construction of the SR-210 Segment 11 Landscaping project: CCO No. 5 Supplement 1 (\$5,965.81 increase in funds for additional work for the installation of required irrigation crossover not shown on the plans) and CCO No. 9 (\$10,000.00 increase for removal of buried man-made objects, rocks larger than 6 inches and to abandon in place existing leach pit found during roadside clearing operations).

D. CN C12224 with Brutoco Engineering and Construction for construction of the I-10 Citrus Avenue Interchange project: CCO No. 27 (\$54,000.00 increase on Force Account basis for miscellaneous electrical items, new interconnect cable and SCE pull boxes not shown on the plans and relocations of temporary signal pole and street light conduits), CCO No. 28 Supplement 1 (\$28,022.88 increase in funds for additional work required for keeping at least one lane open to traffic at all times during pavement reconstruction on Citrus Avenue), CCO No. 33 (\$38,500.00 increase to compensate Contractor for various items of work related to the drainage system at the northwest corner of Slover and Citrus, Drainage System 25 and re-grading slope for proper rock blanket installation), CCO No. 40 (\$14,000.00 increase for modifications to Drainage System No. 1 to intercept drainage from So Cal Gas Company maintenance yard through existing 18" drain pipe not shown on the plans), CCO No. 42 (\$12,200.00 Extra Work at

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

Force Account increase to compensate Contractor for relocating natural gas and water meters to required set-back from widening of Citrus Avenue and for minor excavation to expose area around relocated SCE pole to assist in resetting pole anchor to correct grade), CCO No. 50 (\$45,778.00 increase to compensate Contractor for providing a concrete maintenance access ramp into the newly constructed Mulberry Channel pre request by Caltrans Maintenance Department), CCO No. 51 (\$8,159.00 increase for replacement of fixed-base street lights approved by Caltrans with slip-based poles as required thereby providing settlement of Notice of Potential Claim No. 8), CCO No. 54 (\$44,500.00 increase to compensate Contractor for removal and replacement of I-10 asphalt median paving due to excessive wear condition and to provide firm base for new construction of median barrier rail) and CCO No. 59 (\$59,787.00 increase to provide traffic signal equipment for the intersections of Citrus Avenue with Valley Boulevard and Slover Avenue as requested by the City of Fontana).

E. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 37 Supplement 1 (\$23,100.00 decrease due to change from rock blanket to 2 ½" diameter burgundy rock along northbound Cherry Avenue as requested by the City of Fontana).

F. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tippecanoe Avenue Interchange project: CCO No. 27 Supplement 3 (no cost/no credit change for an increase in contract time of 2 non-compensable working days for concurrent delay between Contractor caused rework and extra work directed by the Engineer).

G. CN C11184 with Skanska Civil, USA for construction of the Hunts Lane Grade Separation project: CCO No. 29 (\$5,216.10 increase for additional reinforcement bars for double lap splicing in CIDH piles as required by design but not shown on the plans), CCO No. 43 (no cost/no credit change from Plant Establishment Type 1 to Type 2) and CCO No. 45 (no cost/no credit change to account for the addition of 25 working days to the schedule for delays associated the Jack & Bore required to extend utilities within the UPRR right of way).

H. CN C13108 with Skanska Civil, USA for construction of the Palm Avenue Grade Separation project: CCO No. 11 (\$5,000.00 decrease for use of pre-fabricated wrought iron fence panels as an alternative to the fence details shown on the contract plans as presented by the Contractor and approved by BNFS).

I. CN C13108 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 5 (\$47,966.00 increase for modification to electrical lighting, water service, handrails and drainage required on the RJ&R and TCI properties to be in compliance with the final agreed upon terms of the temporary construction easements for these properties) and CCO No. 17 (\$28,228.00 decrease due to revisions to the drainage system for the temporary BNSF shoofly as requested by BNSF).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0842, 0870, 0874 and 0884.

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 3

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

I-10/Citrus Interchange – Executed Change Orders		
Number	Description	Amount
001	TRAFFIC CONTROL	\$ 35,000.00
001 S-1	TRAFFIC CONTROL, ADD'L FUNDS	\$ 35,000.00
001 S-2	TRAFFIC CONTROL, ADD'L FUNDS	\$ 30,000.00
002	MAINTAIN IRRIGATION AND LANDSCAPING	\$ 8,000.00
003	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 25,000.00
004	PARTNERING	\$ 10,000.00
005	DISPUTE REVIEW BOARD	\$ 15,000.00
006	MAINTAIN EXISTING ELECTRICAL SYSTEMS	\$ 20,000.00
007	GRAFFITI REMOVAL	\$ 5,000.00
008	DS-10 REDESIGN AND ALIGN	\$ (143,397.00)
009	REPLACE LOOP DETECTION WITH VIDEO DETECTION	\$ 18,645.00
010	SEWER CONNECTION ON SOUTH CITRUS	\$ 7,945.48
011	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP	\$ (164,877.00)
011 S-1	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP SUPPLEMENT 1	\$ 46,674.75
012	OVER-EXCAVATE AND RE-COMPACT UNDER OH ABUTMENTS AND WW	\$ 11,483.50
013	REPLACE RSC AND RSLCB IN WB OFF-RAMP GORE	\$ (41,180.48)
014	SEPTIC SYSTEM FOR 76 GAS STATION	\$ 36,783.25
015	ROW DELAY FOR ALCORN FENCE	\$ 1,500.00
016	DS-15 CONNECTION TO DS-1	\$ 2,911.33
017	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC	\$ 11,130.00
017 S-1	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC, ADDITIONAL FUNDS	\$ 27,000.00
018	REPLACE RSC WITH STANDARD JPCP - WB ON-RAMP GORE	\$ (32,840.80)
019	REPLACE RSC WITH STANDARD JPCP - EB OFF-RAMP GORE	\$ (62,956.58)
020	REPLACE RSC WITH STANDARD JPCP AT WB OFF-RAMP GORE	\$ (21,153.30)
021	NON-COMPENSABLE EXCUSABLE DELAY	\$ 0.00
022	LONGITUDINAL TINING	\$ 8,500.00
023	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$161,000.00
024	PARAPET HEADWALL HEIGHT CHANGE	\$ 4,000.00
025	76 GAS STATION IMPROVEMENTS	\$ 38,000.00
026	NON-COMPENSABLE EXCUSABLE DELAY - 4 DAYS	\$ 0.00
027	ELECTRICAL WORK	\$ 54,000.00
028	DEMO AND GRADE ON CITRUS AVENUE	\$ (28,022.88)
028 S-1	ADDITIONAL FUNDS FOR TRAFFIC CONTROL	\$ 28,022.88
029	REMOVAL AND DISPOSAL OF MAN-MADE OBJECTS	\$ 26,000.00
030	ROCK BLANKET CREDIT	\$ (74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$ 0.00
033	DS-25 MODIFICATIONS	\$ 38,500.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$ 27,111.10

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Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
040	DS-1 MODIFICATIONS	\$ 14,000.00
041	TREE REMOVAL AND WATER LINE	\$ 8,500.00
042	RELOCATION OF GAS AND WATER SERVICES	\$ 12,200.00
050	MULBERRY CHANNEL ACCESS RAMP	\$ 45,778.00
051	STREET LIGHT POLE BASES	\$ 8,159.00
054	I-10 MEDIAN PAVING	\$ 44,500.00
059	TRAFFIC SIGNAL EQUIPMENT AT SLOVER & VALLEY	\$ 59,787.00
CCO TOTAL		\$ 382,146.17
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$4,264,654.56

Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

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 Amounts shown in parentheses represent a credit to the Agency

I-10/Cherry Interchange – Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$35,000.00
2	Maintain Existing Irrigation System	\$5,000.00
3	Water Pollution Control Maintenance Sharing	\$20,000.00
4	Additional Striping and Temporary Pavement	\$30,000.00
4 S-1	Additional Striping - Supplement 1	\$15,000.00
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	(\$39,090.00)
6	Dispute Review Board	\$15,000.00
7	Partnering	\$20,000.00
8	Compliance with Right-of-way Obligations	\$60,000.00
8 S-1	Compliance with Right-of-way Obligations – Suppl. 1	\$60,000.00
9	Graffiti removal	\$15,000.00
9 S-1	Graffiti removal – Supplement 1	\$25,000.00
10	Maintain Existing Electrical System	\$10,000.00
10 S-1	Maintain Existing Electrical System – Supplemental 1	\$20,000.00
11	Spillway Drainage Connection to DS-1	\$25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Sup. 1	\$13,000.00
12	Temporary Light Poles	\$20,000.00
13	Remove Existing Sign Structure	\$10,260.00
14	Compensation for Row Obstruction (Leach Tank)	\$10,780.00
15	Revision to Contract Special Provisions for Remove Tree	\$0.00
16	RW 680 Footing Modifications	(\$21,490.00)
17	Remove Existing Asbestos Pipe	\$10,797.00
20	Driveway for Truck Stop Facility	\$0.00
21	Remove Tree Item Adjustment	\$103,187.55
22	Change in Alignment for SW 697	\$0.00
23	Modified Concrete Barrier for Light Poles	\$25,000.00
25	Additional Grout at Sound wall 697	\$5,000.00
26	New Drainage System at RW 33	\$5,199.50
27	Modifications to Drainage System No. 1 channel wall	\$21,477.30
28	Just-In-Time-Training	\$1,110.00
29	Maintain Existing Drainage System	\$20,000.00
30	Modifications to Drainage Systems	(\$115,480.50)
31	Payment to Edison	\$10,000.00
33	Electrical Revisions for MSE wall	\$46,447.28
35	Increase in Various Items	\$73,234.66
36	Joint Armor for Bridge Sidewalks	\$13,000.00
37	Revisions to Rock Blanket Thickness	(\$154,335.02)
37 S-1	Replace Rock Blanket with 2 1/2 “ Gravel	(\$23,100.00)
CCO TOTAL		\$419,998.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$4,690,315.79

Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

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SR-210 Segment 9 Landscaping - Executed Change Orders		
Number	Description	Amount
1	Change SWPPP Risk Level 2 to Risk Level 1	-\$6,170.00
1 S-1	SWPPP Risk Level 2 to Risk Level 1	\$0.00
2	Additional Water Meter at Spruce Street	\$41,469.00
3	Adjustment in Irrigation Systems to separate North Landscape Areas from South Landscape Areas	-\$184.73
3 S-1	Adjustment in Irrigation Systems North Landscape Areas	\$25,027.74
3 S-2	Adjustment in Irrigation Systems to separate North Landscape Areas from South Landscape Areas	\$4,137.00
4	Apprentice Training	\$3,000.00
4 S-1	Apprentice Training	\$7,000.00
5	PVC Flex Pipe in lieu of PVC pipe	\$52,064.40
5 S-1	PVC Flex Pipe (Deferred time)	\$0.00
6	Repair Existing Irrigation Crossovers	\$3,000.00
7	Shared SWPPP Maintenance Costs	\$6,000.00
7 S-1	Shared SWPPP Maintenance Costs	\$5,000.00
8	Revise Rock Blanket Specification	\$0.00
9	Remove and Dispose Rocks larger than 6" from Rock Blanket subgrade, irrigation trenches, and planting pits.	\$10,000.00
10	Frost Damage Plant Replacement	\$7,500.00
11	Water Service Rates Differential	\$4,500.00
11 S-1	Water Service Rates Differential	\$35.84
12	Final Item adjustment to zero	\$0.00
TOTAL		\$162,379.25
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 176,720.30

SR-210 Segment 10 Landscaping - Executed Change Orders		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$6,248.25
2	Increase cost for Water Meter	\$14,832.70
3	Shared Water Pollution Control Costs	\$6,000.00
4	Install ICC Enclosure	\$2,500.00
5	Repair Existing Irrigation Facilities	\$3,000.00
6	Repair Slope Damage	\$35,000.00
6 S-1	Repair Slope Damage - Time Adjustment	\$0.00
7	Increase Water Rates	\$2,500.00
7 S-1	Increase Water Rates	\$1,948.78
8	Time Adjustment - Water Meter Repair by WVWD	\$0.00
9	Frost Damage	\$7,500.00
10	Wild Flower Seeding	\$13,107.58

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Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

11	Foliage Protector Removal	\$10,000.00
11 S-1	Foliage Protector Removal - additional funds	\$25,000.00
11 S-2	Foliage Protector Removal - additional funds	\$20,000.00
11 S-3	Foliage Protector Removal - additional funds	\$8,834.70
12	Final Item adjustment to zero	\$0.00
13	Detention Basin Clearing – Pending	\$0.00
TOTAL		\$156,472.01
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 209,290.00

SR-210 Segment 11 Landscaping - Executed Change Orders		
Number	Description	Amount
2	Additional Roadside Signs	\$ 1,955.96
3	Increase for Water Meter Costs	\$ 41,729.38
4	Exploratory Excavation for irrigation lines	\$ 30,000.00
5	Installation of Irrigation Crossovers	\$ 40,000.00
5 S-1	Additional Funds	\$ 5,965.81
6	Traffic Control and Public Safety	\$ 5,000.00
8	Embankment Slope Repair	\$ 64,844.08
9	Buried Man-made Objects and Rocks	\$ 10,000.00
CCO TOTAL		\$ 199,495.23
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 414,031.83

Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny’s, Cross Slope and Detour	\$ 71,027.00
9	Relocate Existing Pole Gate	\$ 4,242.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
CCO TOTAL		\$ 147,892.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

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Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

I-10 Tippecanoe Avenue Phase 1 - Executed Change Orders		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$16,753.74
3	Traffic Control	\$10,000.00
4	Partnering	\$15,000.00
5	Dispute Review Board	\$15,000.00
6	Graffiti Removal	\$4,000.00
7	Removal of Man-Made Buried Object	\$10,000.00
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$3,000.00
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$19,435.00
10	Shared Maintenance of SWPPP Components	\$15,000.00
11	Roadway Repairs Caused by Public Traffic	\$5,000.00
12	Maintain Existing Planting and Irrigation Systems	\$10,000.00
12 S-1	Supplement #1 to CCO #12	\$16,000.00
13	Modify Drainage Detail #11	\$4,607.18
14	Restriping Tippecanoe Ave. And Anderson St.	\$16,809.40
14 S-1	Traffic Control Plan for Restriping	\$1,310.00
15	Disposition of ADL Soil	\$137,620.00
15 S-1	Traffic Control Plan	\$10,000.00
15 S-2	Disposition of ADL Soil - Extra Work at Force Account	\$209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$10,000.00
16	Increase/Decrease in Retaining Wall Material	\$72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$51,786.28
17	Temporary Fiber Optic Change	\$20,554.27
18	Modify Drainage Detail 18A and 18D	(\$1,386.69)
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$7,000.00
20	Maintain Existing Electrical Systems	\$15,000.00
21	Elimination of Item #51	(\$3,000.00)

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23	Removal of Additional Trees – Resolution of NOPC 1-11-02-13	\$32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$20,005.77
25	Revision of Staging Plans	\$9,778.20
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$0.00
27	Mitigation of Low R-Values Inside ADL Section	\$25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$15,000.00
27 S-2	Additional Funds for Cap Soil	\$10,332.55
27 S-3	2 Day Increase in Contract Time	\$0.00
28	Mitigation of Low R-Values Outside ADL Section	\$80,000.00
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$32,000.00
30	Pedestrian Push Button Assembly	\$5,000.00
31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$35,308.60
33	Replacement of Concrete Curb on Street and Off-Ramp	\$3,684.00
34	Modification of DRB Agreement – Position Paper Due Dates	\$0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$38,500.00
TOTAL		\$1,098,765.06
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,531,994.20

Attachment: MVSS1408a1-tjk (1178 : Construction Change Orders)

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Laurel Street Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
5	RJ&R and TCI Properties	\$ 47,966.00
6	Increase TWC size of vault	\$ 4,515.00
7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing-Waterline	\$ 86,535.00
9	DRB	\$ 22,500.00
10	Different in cost 750mm wire in lieu of 500 mm	\$ 4,000.00
11	Increase depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
CCO TOTAL		\$ 377,960.16
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

Hunts Lane Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Under-sidewalk Drains and Drainage Call-Outs	(\$1,100.00)
2	Install Temporary AC Sidewalk South of the RR tracks	\$6,423.00
3	Maintain Existing Electrical	\$10,000.00
3-S1	Maintain Existing Electrical	\$20,000.00
4	Manmade Buried Objects	\$80,000.00
4-S1	Manmade Buried Objects	\$40,000.00
5	Extend Underground Utilities at Oliver Holmes	\$15,446.68
6	Maintain Traffic	\$20,000.00
6-S1	Maintain Traffic	\$20,000.00
7	Partnering	\$5,000.00
8	DRB	\$10,000.00
9	Trainee	\$5,000.00
10	60" Casing Thickness Increase	\$16,438.80
11	Substitute Cast-in-place with Precast Reinforced Concrete Box (RCB)	\$0.00
12	Retaining Wall No. 7 Alignment	(\$2,535.00)
13	Temporary Business Signage	\$5,000.00
14	Pedestrian Sidewalk	\$10,000.00
15	MSE Wall Design Methodology	\$0.00
16	Additional AT&T Work	\$25,500.00
17	16" Waterline Tie-in	\$12,700.00

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Amounts shown in parentheses represent a credit to the Agency

18	SCE Utility Work Deduction	(\$59,415.80)
19	Drainage Ditch at Club Center Drive	\$10,975.00
20	AT&T Shift for Jacking Pit	\$20,000.00
21	Combination of Stages	\$0.00
22	Temporary Sewer Tie-in	\$70,000.00
22-S1	Temporary Sewer Tie-in	\$40,000.00
23	Temporary Water Tie-in	\$37,000.00
23-S1	Temporary Water Tie-in	\$50,000.00
24	Decatur Irrigation Rebuild	\$15,000.00
25	Striping Changes	\$0.00
26	Move Jacking Pit	\$10,000.00
26-S1	Move Jacking Pit	\$30,000.00
27	Hunts Ln Drainage Change	\$18,462.00
28	Emergency Access Structure Waterproofing	\$7,000.00
29	CIDH Lap Splicing	\$5,216.10
30	Temporary Traffic Delineation Removal	\$2,365.00
31	Reimburse Pilot Bore	\$27,680.21
43	Plant Establishment Type Change	\$0.00
45	Additional WD's for Jack & Bore	\$0.00
TOTAL		\$582,155.99
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,793,947.00

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Minute Action

AGENDA ITEM: 3

Date: August 14, 2014

Subject:

Section 130 Reimbursement Agreement for Palm Avenue Grade Separation Project

Recommendation:

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

1. Find it is in the best interests of the San Bernardino County Transportation Authority to take final action on this item at this Metro Valley Study Session;
2. Take final binding action at this Metro Valley Study Session approving Reimbursement Agreement 15-1001049 between the State of California, acting through its Department of Transportation (Caltrans), and San Bernardino County Transportation Authority (SANBAG), substantially in the form attached, which would allow reimbursement to SANBAG of up to \$5,000,000.00 in Section 130 funds; and
3. Authorize the Executive Director to execute the final agreement after approval as to form by General Counsel; and
4. Approve Budget Amendment to the SANBAG FY 2014/2015 budget Task No. 874 to add \$5,000,000.00 in Section 130 funds.

Background:

Special Notice:

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

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

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

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

Reimbursement of up to \$5,000,000 in Section 130 (Railway-Highway Crossings Program) funds can only be provided for construction expenses incurred after execution of this agreement by both Caltrans and SANBAG. With the Palm Avenue Grade Separation Project already well into construction, it is necessary to execute this agreement at the earliest possible date to ensure that all these new funds can be utilized. This will allow savings of other funding sources which can then be used on other projects.

Background:

The Palm Avenue Grade Separation Project is currently under construction in the City of San Bernardino. This project is funded with a mix of Federal, State, and local funds including Measure I Major Streets funds. Construction started in December, 2013, and is anticipated to be complete in Spring, 2015.

Recently, SANBAG staff was notified there was a one-time surplus of Title 23 U.S.C. Section 130 (Section 130) (Railway-Highway Crossings Program) funds through the Caltrans Division of Rail. Current Grade Separation projects which were already utilizing Title 23 U.S.C. Section 190 (Section 190) funds through Caltrans Division of Rail were eligible to receive these Section 130 funds on a one-time basis. Since the Palm Avenue Grade Separation project had received an allocation for Section 190 funds in 2013 and was still actively billing Section 190 funds, this project was determined to be eligible for use of these Section 130 funds. Caltrans indicated that these eligible projects would receive up to \$5,000,000 each in reimbursement.

These Section 130 funds can only be used for the construction phase of the project, capital or support, and can only be used for reimbursement of costs incurred after the execution of a reimbursement agreement with Caltrans. In order to maximize the use of these available funds, it is necessary to execute this agreement as expeditiously as possible since construction of the project will be complete in the Spring, 2015. A draft agreement has been submitted to SANBAG by Caltrans and has been reviewed by staff and General Counsel. Resolution of final comments and preparation of a signature ready agreement is still in process.

Due to the urgency to get an agreement executed, staff has requested that this MVSS act in its capacity as the Board to approve the agreement in substantially the form submitted and authorize the Executive Director to execute the final agreement, subject to approval as to form by SANBAG's General Counsel. These actions will allow the earliest possible agreement execution.

In order to accommodate these funds, and maximize their use, it is anticipated that construction costs incurred after execution of this agreement will be exclusively Section 130 funds. This will result in the need to amend the SANBAG fiscal year 2014/2015 budget by adding \$5 million in new budget for Section 130 funds for Task No. 874, the Palm Avenue Grade Separation project. At this point, a revised funding plan accommodating these Section 130 funds is still being

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 3

developed. It is anticipated that the utilization of these Section 130 funds will result in a savings to Measure I as well as the City of San Bernardino and other Federal and State funds.

Staff recommends approval of all recommendations on this agenda item.

Financial Impact:

This item will result in a new fund source being added to the Fiscal Year 2014/2015 budget under Task Number 0874, Palm Avenue Grade Separation Project. A budget amendment is being requested as part of this agenda item. Use of these new funds will result in a reduction of needed funds from some of the other funds sources on this task.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. 15-1001049 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and California Department of Transportation

Contract Description Section 130 Fund Reimbursement Agreement for Palm Ave Grade Sep

Board of Director's Meeting Date: 8/14/14	
Overview of BOD Action: August MVSS acting as the SANBAG Board to approve fund reimbursement agreement for Section 130 funds for the Palm Ave Grade Sep project and approve budget amendment to accept these funds	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	5,000,000.00	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	\$	
TOTAL CONTRACT VALUE	\$	5,000,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 5,000,000.00

Contract Start Date 8/14/14	Current Contract Expiration Date 8/5/16	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.				
<input checked="" type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? CPUC Section 130 federal funds				
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>				
This is a receivable contract for reimbursement of construction costs from CPUC Section 130 funds.				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

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

Dennis Saylor		
Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX245

Sheet 1 of 7

August 6, 2014

Unit	Project ID	Phase	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
3811	0015000017	S		049	\$5,000,000			75LX245
Item	Chapter	Statutes	Fiscal Year					
2660-102-0890	20	2013	2013-14					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated herein.				SERVICE CONTRACT NO: 75LX245 PROJECT NUMBER: STPLR 7500(219)				
Signature of Accounting Officer			Date		The numbers above are to be placed on all invoices which shall be mailed to: Caltrans Division of Rail P.O. Box 942874, MS 74 Sacramento, CA 94274-0001			
LOCAL AGENCY: ADDRESS: Phone:	San Bernardino Associated Governments 1170 W. 3 rd Street, 2 nd Floor San Bernardino, CA 92410 (909) 884-8276			Effective Date of Contract: August 06, 2014 Expiration Date of Contract: August 05, 2016				

The San Bernardino Associated Governments (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Caltrans**) in accordance with all applicable laws including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and regulations and the provisions of this form including the attached sheets and Exhibits. The **Local Agency** agrees to receive and accept as full compensation therefore the payment provided herein. **Local Agency** must provide **Caltrans** with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this agreement.

The work is located in the City of San Bernardino, at the grade crossing located at the intersection of Palm Avenue and BNSF Railway (hereinafter referred to as **Railroad**) tracks, CPUC No. 002-74.00, Federal DOT No. 026105N. All work to be completed by **Local Agency** under the terms of this Contract is described in Exhibit A (hereinafter referred to as **Project**).

Total Cost Estimate:	\$24,478,000
TOTAL PROJECT COST:	\$24,478,000
TOTAL AMOUNT OF THIS CONTRACT:	<u>\$5,000,000</u>

It is expressly agreed that all persons engaged on this work are employees of the Local Agency and/or contractors hired by the Local Agency pursuant to its own policies and procedures and that none are employees of Caltrans.

Further, Caltrans hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the Local Agency and Caltrans, this contract may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to this contract have hereunto set their hand the year and date first above written.

CALIFORNIA DEPARTMENT OF TRANSPORTATION	San Bernardino Associated Governments
By _____ Branch Chief	By _____
Approved _____ Office Chief	Title _____
Date _____	Date _____



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONContract No: 75LX245
Sheet 2 of 7
August 6, 2014

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the contract were executed after appropriations are actually made.
2. This contract is valid and enforceable only if sufficient funds are made available to **Caltrans** by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction of funds.
3. This service contract is for the elimination of hazards at Railroad-Highway intersections (crossings) with funds provided to **Caltrans** under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between **Caltrans**, **Local Agency** the California Public Utilities Commission (hereinafter referred to as **CPUC**) and **Railroad**. The **CPUC** has approved the construction of the grade separation; **Caltrans** acts as a conduit for the federal funds to the **Local Agency** and the **Railroad** and the **Local Agency** and **Railroad** are responsible for building and maintaining the improvements mandated by the **CPUC**.
4. The total actual allowable costs reimbursable by **Caltrans** under this Service Contract, shall not exceed \$5,000,000.
5. The **Local Agency** agrees to perform the **Project** work and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute **Project** diligently to completion. **Caltrans** and **Local Agency** agree that the **Project** work as provided herein is pursuant to Federal rules and regulations and not State law. **Caltrans** is acting as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways.
6. Regarding the FHWA's Buy America policies (23 CFR 635.410), the **Local Agency** shall comply with the Buy America provisions set forth in 23 CFR 635.410 with respect to the **Project**, as regards the use of steel, iron and manufactured goods produced in the United States, subject to the conditions therein set forth.
7. Any person, company or corporation who performs work authorized under terms of this contract must have a valid California contractor's license. All authorized work performed by employees of **Local Agency** and any **CPUC** regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement.
8. **Local Agency** must coordinate **Project** work with the railroad that owns or operates the tracks where the intersection is located.



9. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

10. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing written permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad's** nearest track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to Federal Law and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Caltrans** by **Local Agency** as soon as it is executed.

11. **Caltrans** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** cost herein. Any cost of the work determined by **Caltrans** to be not reimbursable, shall be borne by **Local Agency**. Indirect overhead charges will not be allowed unless **Local Agency** has an Indirect Cost Rate Proposal approved by **Caltrans' Audits and Investigations**.

12. Any warning devices medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project**, shall be located as agreed upon between **Railroad** and the California Public Utilities Commission and as approved by the Federal Highway Administration (FHWA). Such locations are indicated in Exhibit A hereto.

13. Guidance, regulatory, warning and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

14. **Local Agency** invoice procedures shall conform to the California State Department of Transportation, Division of Rail, Railroad Crossing Safety Branch's Invoice Guidelines for Local Agencies. Correspondence and/or invoices are to be sent to: California Department of Transportation, Division of Rail, P. O. Box 942874, MS 74, Sacramento, California 94274, if by U.S. Mail. If by courier, then address invoice to: California Department of Transportation, Division of Rail, 1415 11th Street, MS 74, Sacramento, California 95814.

15. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Caltrans** invoices for actual allowable costs incurred consistent with the **Exhibit A** attached hereto. Invoices shall not include expenses incurred prior to the execution of this agreement. **Caltrans** will review the invoice for compliance with this contract. Provided contract terms are complied with, payment will be made by **Caltrans** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Caltrans**. Invoices which are determined not be in compliance will be returned to **Local Agency** for correction of deficiencies, after which **Local Agency** will resubmit the invoice to **Caltrans** as prescribed above.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONContract No: 75LX245
Sheet 4 of 7
August 6, 2014

16. The **Local Agency**, upon completion of the **Project** work, will provide to **Caltrans** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, **Caltrans** will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that **Caltrans** previously paid more than its share of said project, **Local Agency** shall refund the difference between **Caltrans**' share and the amount paid by **Caltrans**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **Caltrans** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Caltrans**' Auditors for a period of three years from **Caltrans**' date of final payment of aforementioned final invoice.

17. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Caltrans** in the manner hereinafter set forth.

18. **Local Agency** agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

19. All applicable portions of 23 CFR Part 140, Subpart 1 are by reference incorporated herein and made a part hereof.

20. An itemized estimate of the cost of the work to be performed by **Local Agency** is attached hereto as a part of **Exhibit B** and made a part hereof.

21. **Caltrans** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR 646 et seq., and as set forth in cost estimates attached hereto.

22. The **Local Agency** has 180 days after the expiration date of this contract to submit the final invoice to **Caltrans** for verification and payment.

23. In cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements made under this contract located in its right of way.

24. Subject to the availability of labor and material, it is the intent of the parties hereto that all construction work under this service contract shall be completed within one year after the **Notice to Proceed** is issued by the Department, unless a time extension is requested by **Local Agency** and approved in writing by **Caltrans**. This Contract is effective for a period of two years only to prevent difficulties, which may arise if the Contract expired prior to all performance requirements being satisfied. Time is of the essence for completion of **Project** funded by this Contract. Costs incurred after expiration of the contract are not reimbursable.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONContract No: 75LX245
Sheet 5 of 7
August 6, 2014

25. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Contract is binding on any of the parties.

26. **ASSIGNMENT:** This Contract is not assignable, in whole or in part, without the consent of **Caltrans** in the form of a formal written amendment.

27. **AUDIT:** **Local Agency** agrees that **Caltrans** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

28. **INDEMNIFICATION:** **Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Caltrans**.

29. **DISPUTES:** **Local Agency** shall continue with the responsibilities under this Contract during any dispute.

30. **TERMINATION FOR CAUSE:** **Caltrans** may terminate this Contract and be relieved of any payments should the **Local Agency** fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination **Caltrans** may proceed with the work in any manner deemed proper by **Caltrans**. All costs to **Caltrans** shall be deducted from any sum due the **Local Agency** under this Contract and the balance, if any, shall be paid to the **Local Agency** upon demand.

31. **INDEPENDENT CONTRACTOR:** **Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of **Caltrans** or State.

32. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONContract No: 75LX245
Sheet 6 of 7
August 6, 2014

shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

33. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

34. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a)



the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

35. CHILD SUPPORT COMPLIANCE ACT: “For any Contract in excess of \$100,000, the Local Agency acknowledges in accordance with Public Contract Code 7110, that:

- a. The Local Agency recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Local Agency, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

36. UNENFORCEABLE PROVISION: In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

37. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

This contract will expire on August 05, 2014. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.



Exhibit "A"

Scope of Work

Decision No.G.12-10-005, dated November 1, 2012, by the Public Utilities Commission authorized the San Bernardino Associated Governments to construct a crossing at separated grade identified as PUC Crossing No. 002-74.00, DOT No. 026105N, whereby Palm Avenue, will pass over the tracks of the BNSF Railway.

Project will consist of constructing an overpass at Palm Avenue to carry the roadway over the tracks of the BNSF Railway, which includes the grade separation and other structures that actually separate the vehicular roadway from the railroad tracks, and all approaches, ramps, connections, drainage, and other construction required to make the grade separation operable and to effect the separation of grades.

CITY OF SAN BERNARDINO AND SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
 PALM AVENUE GRADE SEPARATION
 BNSF COST SHARE ESTIMATE
 8/28/2012

Exhibit "B"

Item No.	Item Code	Description	Project's Estimate			BNSF Cost Share Estimate				
			Unit	Quantity	Unit Price	Amount	If yes, % subject to BNSF sharing?	Cost subject to BNSF sharing	BNSF Share (%)	
1	070012	Progress Schedule (Critical Path)	LS	1	\$ 20,000.00	\$ 20,000		56%	\$ 11,200.00	56%
SITE CIVIL										
2	(S) 071325	Temporary Fence (Type ESA)	LF	1198	\$ 6.00	\$ 7,188		58%	\$ 4,025.28	58%
3	074016	Construction Site Management	LS	1	\$ 50,000.00	\$ 50,000		56%	\$ 28,000.00	56%
4	074019	Prepare Storm Water Pollution Prevention Plan	LS	1	\$ 10,000.00	\$ 10,000		56%	\$ 5,600.00	56%
5	074028	Temporary Fiber Roll	LF	3000	\$ 2.00	\$ 6,000		56%	\$ 3,360.00	56%
6	074041	Street Sweeping	LS	1	\$ 10,000.00	\$ 10,000		56%	\$ 5,600.00	56%
7	074042	Temporary Concrete Washout (Portable)	EA	2	\$ 1,500.00	\$ 3,000		56%	\$ 1,680.00	56%
8	074056	Rain Event Action Plan	EA	2	\$ 500.00	\$ 1,000		56%	\$ 560.00	56%
9	074057	Storm Water Annual Report	EA	2	\$ 2,000.00	\$ 4,000		56%	\$ 2,240.00	56%
10	(S) 120090	Construction Area Signs	EA	1	\$ 10,000.00	\$ 10,000		56%	\$ 5,600.00	56%
11	(S) 120100	Traffic Control System	LS	1	\$ 50,000.00	\$ 50,000		56%	\$ 28,000.00	56%
12	(S) 120189	Traffic Plastic Drum	EA	380	\$ 50.00	\$ 19,000		58%	\$ 10,840.00	58%
13	(S) 120300	Temporary Pavement Marker	EA	254	\$ 1.397	\$ 353.838		58%	\$ 204.103	58%
14	(S) 120158	Temporary Traffic Sign (Paint)	LF	7022	\$ 0.50	\$ 3,511		56%	\$ 1,966.16	56%
15	(S) 120149	Temporary Pavement Marking (Paint)	SQFT	318	\$ 2.50	\$ 795		56%	\$ 445.20	56%
16	(S) 129000	Temporary Railing (Type K)	LF	2749	\$ 24.00	\$ 65,976		56%	\$ 36,948.56	56%
17	(S) 129100	Temporary Crash Cushion Module	EA	80	\$ 265.50	\$ 21,240		56%	\$ 11,894.40	56%
18	141101	Remove Yellow Painted Traffic Stripe (Hazardous Waste)	LF	540	\$ 5.00	\$ 2,700		56%	\$ 1,512.00	56%
19	150860	Remove Base and Surfacing	CY	9,573	\$ 19.00	\$ 181,887		56%	\$ 101,856.72	56%
22	(S) 153103	Cold Plane Asphalt Concrete Pavement	SOYD	100	\$ 9.50	\$ 950		56%	\$ 532.00	56%
23	153213	Remove Concrete (Structure)	SQFT	112	\$ 50.00	\$ 5,600		56%	\$ 3,136.00	56%
24	153215	Remove Concrete (Curb and Gutter)	LF	2,348	\$ 8.50	\$ 19,958		56%	\$ 11,140.48	56%
25	160101	Cleaning and Grubbing	LS	1	\$ 100,000.00	\$ 100,000		56%	\$ 56,000.00	56%
26	190101	Roadway Excavation	CY	50,597	\$ 9.00	\$ 455,373		56%	\$ 255,011.25	56%
27	190110	Lead Compliance Plan	LS	1	\$ 3,000.00	\$ 3,000		56%	\$ 1,680.00	56%
28	198001	Imported Borrow	CY	137,153	\$ 7.00	\$ 960,072		56%	\$ 537,640.17	56%
29	198205	Subgrade Enhancement Geotextile	SOYD	3,233	\$ 2.50	\$ 8,083		56%	\$ 4,526.20	56%
30	200117	Decomposed Granite (Miscellaneous Areas)	SQFT	29,090	\$ 5.00	\$ 145,450		56%	\$ 81,452.00	56%
31	202007	Duff	SOYD	84,530	\$ 2.50	\$ 211,325		56%	\$ 118,342.00	56%
32	220101	Finishing Roadway	LS	1	\$ 10,000.00	\$ 10,000		56%	\$ 5,600.00	56%
33	290201	Class 2 Aggregate Base	CY	4,172	\$ 35.00	\$ 146,020		56%	\$ 81,774.47	56%
34	390132	Hot Mix Asphalt (Type A)	TON	11,434	\$ 90.00	\$ 1,029,044		56%	\$ 576,264.67	56%
35	394075	Place Hot Mix Asphalt Dike (Type D)	LF	283	\$ 10.00	\$ 2,830		56%	\$ 1,584.80	56%
36	394077	Place Hot Mix Asphalt Dike (Type F)	LF	1,016	\$ 5.50	\$ 5,588		56%	\$ 3,128.28	56%
37	510502	Minor Concrete (Headwall)	CY	44	\$ 1,300.00	\$ 57,460		56%	\$ 32,177.60	56%
39	560248	Furnish Single Sheet Aluminum Sign (0.063"-Unframed)	SQFT	600	\$ 15.00	\$ 9,000		56%	\$ 5,040.00	56%
40	566011	Roadside Sign - One Post	EA	39	\$ 400.00	\$ 15,600		56%	\$ 8,736.00	56%
41	568001	Install Sign (Strap and Saddle Bracket Method)	EA	1	\$ 200.00	\$ 200		56%	\$ 112.00	56%

CITY OF SAN BERNARDINO AND SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
 PALM AVENUE GRADE SEPARATION
 BNSF COST SHARE ESTIMATE
 8/28/2012

Attachment: 15-1001049 (1226 : Reimbursement Agreement for Palm Avenue)

SCHEDULE OF QUANTITIES & VALUES

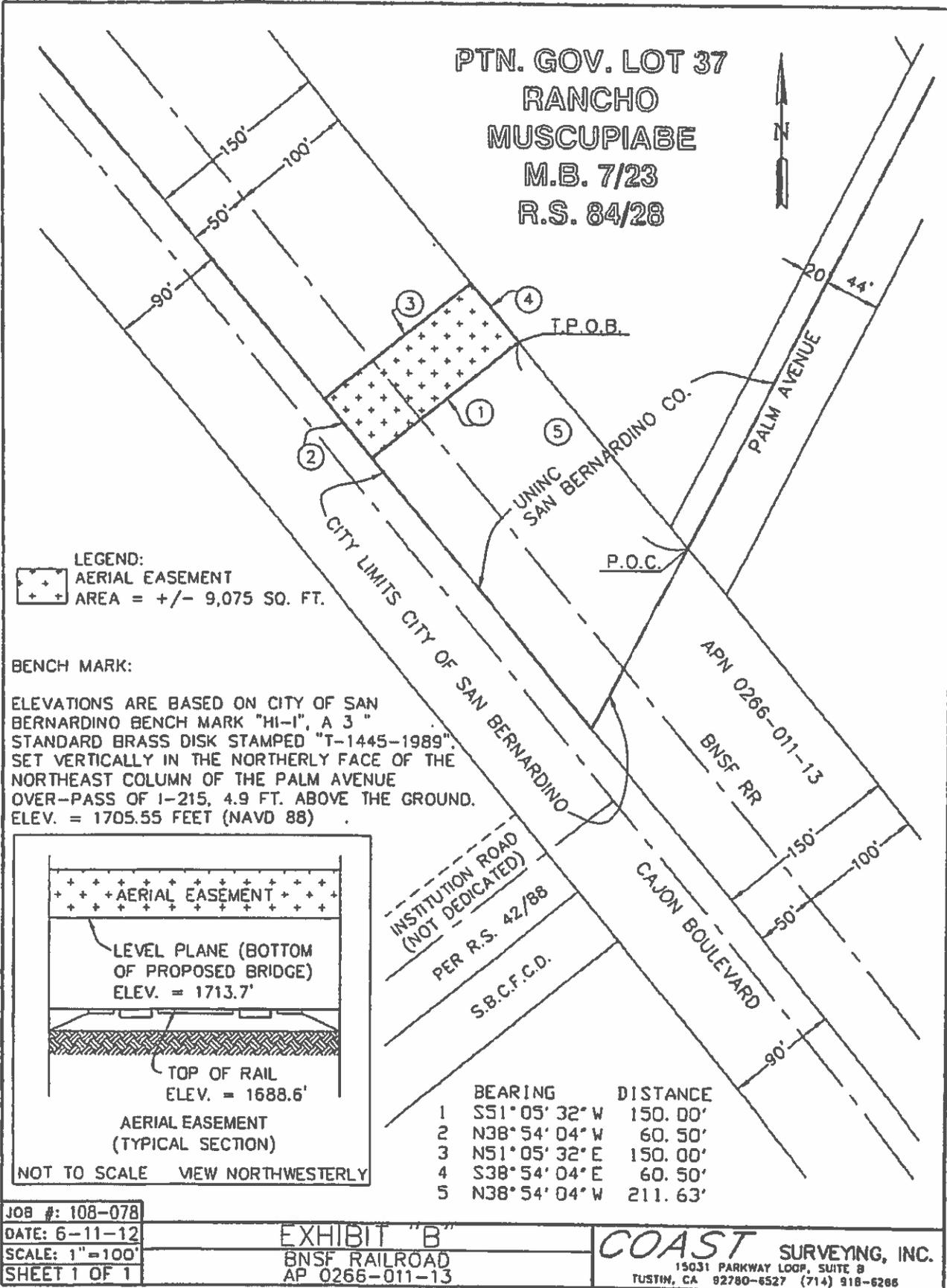
Item No.	Item Code	Description	Project's Estimate			BNSF Cost Share Estimate			BNSF Share (5%)	
			Unit	Quantity	Unit Price	Amount	Item Subject to BNSF Sharing?	If yes, % subject to BNSF sharing		Cost subject to BNSF sharing
42	650010	12" Reinforced Concrete Pipe	LF	85	\$ 90.00	\$ 7,650	Yes	56%	\$ 4,284.00	\$ 214
43	650014	18" Reinforced Concrete Pipe	LF	97	\$ 105.00	\$ 10,185	Yes	56%	\$ 5,703.60	\$ 285
44	650016	24" Reinforced Concrete Pipe	LF	322	\$ 185.00	\$ 59,570	Yes	56%	\$ 33,359.20	\$ 1,668
45	650034	48" Reinforced Concrete Pipe	LF	173	\$ 400.00	\$ 69,200	Yes	56%	\$ 38,752.00	\$ 1,938
46	650440	60" Reinforced Concrete Pipe	LF	185	\$ 900.00	\$ 166,500	Yes	56%	\$ 93,240.00	\$ 4,662
47	703217	18" Compugated Steel Pipe Riser (0.079" Thick)	LF	27	\$ 100.00	\$ 2,700	Yes	56%	\$ 1,512.00	\$ 76
48	705201	12" Concrete Flared End Section	EA	1	\$ 200.00	\$ 200	Yes	56%	\$ 112.00	\$ 6
49	705204	18" Concrete Flared End Section	EA	1	\$ 350.00	\$ 350	Yes	56%	\$ 196.00	\$ 10
50	705206	24" Concrete Flared End Section	EA	3	\$ 500.00	\$ 1,500	Yes	56%	\$ 840.00	\$ 42
51	707051	Drainage Inlet (Type OL-7)	EA	2	\$ 2,000.00	\$ 4,000	Yes	56%	\$ 2,240.00	\$ 112
52	707052	Drainage Inlet (Type OL-14)	EA	2	\$ 4,000.00	\$ 8,000	Yes	56%	\$ 4,480.00	\$ 224
53	707053	Paving Lot CB	EA	1	\$ 1,000.00	\$ 1,000	Yes	56%	\$ 560.00	\$ 28
54	721017	Rock Slope Protection (Facing, Method B)	CY	1,665	\$ 275.00	\$ 457,875	Yes	56%	\$ 256,410.00	\$ 12,921
55	721008	Rock Slope Protection (1/2T, Method B)	CY	138	\$ 300.00	\$ 41,400	Yes	56%	\$ 23,184.00	\$ 1,159
56	729010	Rock Slope Protection Fabric	SQYD	2,840	\$ 6.00	\$ 17,040	Yes	56%	\$ 9,542.40	\$ 477
57	(F) 731501	Minor Concrete (Curb)	LF	1,934	\$ 25.00	\$ 48,350	Yes	56%	\$ 27,076.00	\$ 1,364
58	(F) 731504	Minor Concrete (Curb & Gutter)	CY	375	\$ 375.00	\$ 140,625	Yes	56%	\$ 78,750.00	\$ 3,938
59	(F) 731516	Minor Concrete (Driveway)	CY	52	\$ 385.00	\$ 20,020	Yes	56%	\$ 11,211.20	\$ 561
60	(F) 731521	Minor Concrete (Sidewalk)	CY	360	\$ 400.00	\$ 144,000	Yes	56%	\$ 80,640.00	\$ 4,032
61	(F) 731623	Minor Concrete (Curb Ramp)	EA	6	\$ 1,000.00	\$ 6,000	Yes	56%	\$ 3,360.00	\$ 168
62	80XXXX	Tubular Steel Gate	EA	2	\$ 1,800.00	\$ 3,600	Yes	56%	\$ 2,016.00	\$ 101
63	80XXXX	Wrought Iron Gate	EA	2	\$ 600.00	\$ 1,200	Yes	56%	\$ 672.00	\$ 34
64	80XXXX	Wrought Iron Fence	LF	541	\$ 30.00	\$ 16,230	Yes	56%	\$ 9,068.80	\$ 454
65	(S) 800360	Chain Link Fence (Type CL-6)	LF	400	\$ 12.50	\$ 5,000	Yes	56%	\$ 2,800.00	\$ 140
66	(S) 802640	18" Chain Link Gate (Type CL-6)	EA	2	\$ 1,600.00	\$ 3,200	Yes	56%	\$ 1,792.00	\$ 90
67	(S) 832003	Metal Beam Guard Railing (Wood Post)	LF	1,638	\$ 60.00	\$ 98,280	Yes	56%	\$ 55,036.80	\$ 2,752
68	(S) 839541	Transition Railing (Type WB)	EA	6	\$ 3,000.00	\$ 18,000	Yes	56%	\$ 10,080.00	\$ 504
69	(S) 839539	Alternative In-line Terminal System	EA	2	\$ 3,000.00	\$ 6,000	Yes	56%	\$ 3,360.00	\$ 168
70	(S) 839565	Alternative Flared Terminal System	EA	4	\$ 2,500.00	\$ 10,000	Yes	56%	\$ 5,600.00	\$ 280
71	839701	Concrete Barrier (Type 60)	LF	400	\$ 75.00	\$ 30,000	Yes	56%	\$ 16,800.00	\$ 840
72	(S) 840519	Thermoplastic Crosswalk and Pavement Marking	SQFT	2,480	\$ 4.45	\$ 11,036	Yes	56%	\$ 6,180.16	\$ 309
73	(S) 840560	Thermoplastic Traffic Stripe (Sprayable)	LF	15,114	\$ 0.70	\$ 10,580	Yes	56%	\$ 5,924.69	\$ 296
74	(S) 850111	Pavement Marker (Retroreflective)	EA	1,025	\$ 3.75	\$ 3,844	Yes	56%	\$ 2,152.50	\$ 107
75		Landscaping	LS	1	\$ 577,958.00	\$ 577,958	No	0%	\$ -	\$ -
76		Street Lighting	LS	1	\$ 304,400.00	\$ 304,400	Yes	56%	\$ 170,464.00	\$ 8,522
			SUBTOTAL \$			5,954,053	SUBTOTAL \$		3,010,813	\$ 150,531

CITY OF SAN BERNARDINO AND SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
 PALM AVENUE GRADE SEPARATION
 BNSF COST SHARE ESTIMATE
 8/28/2012

SCHEDULE OF QUANTITIES & VALUES										
Item No.	Item Code	Description	Unit	Quantity	Project's Estimate			BNSF Cost Share Estimate		
					Unit Price	Amount	Item Subject to BNSF Sharing?	If yes, % subject to BNSF sharing	Cost subject to BNSF sharing	BNSF Share (5%)
UTILITIES										
21	152440	Waterline Installation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	Yes	100%	\$ 1,000,000.00	\$ 50,000
20	152427	Adjust Sewer Manhole to Grade	EA	3	\$ 800.00	\$ 2,400	Yes	100%	\$ 2,400.00	\$ 120
38	510528	Adjust Fire Hydrant	EA	1	\$ 1,000.00	\$ 1,000	Yes	100%	\$ 1,000.00	\$ 50
		Minor Concrete (Sewer Encasement)	CY	43	\$ 140.00	\$ 6,020	Yes	100%	\$ 6,020.00	\$ 301
					SUBTOTAL	\$ 1,009,420			\$ 1,009,420.00	\$ 50,471
STRUCTURES										
1	(F) 192003	Structure Excavation (bridge)	CY	270	\$ 100.00	\$ 27,000	Yes	82%	\$ 22,140.00	\$ 1,107
2	(F) 192037	Structure Excavation (Retaining Wall)	CY	1,437	\$ 60.00	\$ 86,220	Yes	0%	\$ -	\$ -
3	(F) 193003	Structure Backfill (bridge)	CY	142	\$ 70.00	\$ 9,940	Yes	82%	\$ 8,150.80	\$ 408
4	(F) 193013	Structure Backfill (Retaining Wall)	CY	1,331	\$ 50.00	\$ 66,550	Yes	0%	\$ -	\$ -
5	(S) 490528	Furnish Steel Piling (HP 14 X 89)	LF	1,039	\$ 50.00	\$ 51,950	Yes	82%	\$ 42,508.00	\$ 2,130
6	(S) 490528	Drive Steel Pile (HP 14 X 89)	EA	26	\$ 2,000.00	\$ 52,000	Yes	82%	\$ 42,840.00	\$ 2,132
7	(S) 490817	90" CIDH Concrete Piling	LF	200	\$ 3,500.00	\$ 700,000	Yes	82%	\$ 574,000.00	\$ 28,700
8	(S) 500001	Prestressing cast-in-place concrete	LS	1	\$ 200,000.00	\$ 200,000	Yes	82%	\$ 164,000.00	\$ 8,200
9	(F) 510051	Structural Concrete Bridge Footing	CY	80	\$ 300.00	\$ 24,000	Yes	82%	\$ 19,680.00	\$ 984
10	(F) 510053	Structural Concrete Bridge	CY	1,453	\$ 920.00	\$ 1,336,760	Yes	82%	\$ 1,096,143.20	\$ 54,807
11	(F) 510060	Structural Concrete, Retaining Wall	CY	340	\$ 500.00	\$ 170,000	Yes	0%	\$ -	\$ -
12	(F) 510066	Structural Concrete, Approach Slab (Type M)	CY	90	\$ 750.00	\$ 67,500	Yes	82%	\$ 55,350.00	\$ 2,768
13	519091	Joint Seat (MR = 1 1/2")	LF	81	\$ 60.00	\$ 4,860	Yes	82%	\$ 3,985.20	\$ 199
14	(F) 520102	Bar Reinforcing Steel (Bridge)	LB	418,657	\$ 1.25	\$ 523,321	Yes	82%	\$ 429,123.43	\$ 21,456
15	(F) 520103	Bar Reinforcing Steel (Retaining Wall)	LB	47,866	\$ 1.20	\$ 57,439	Yes	0%	\$ -	\$ -
16	(F) 520110	Bar Reinforcing Steel (Epoxy coated)(Bridge)	LB	1,488	\$ 3.00	\$ 4,488	Yes	82%	\$ 3,680.16	\$ 184
17	(F) 721810	Slope Paving (Concrete)	CY	6	\$ 550.00	\$ 3,300	Yes	82%	\$ 2,706.00	\$ 124
18	(F) 731502	Minor Concrete (Miscellaneous construction)	CY	6	\$ 400.00	\$ 2,400	Yes	82%	\$ 1,968.00	\$ 98
19	(F) 833023	Chain Link Railing (Type 3 modified)	LF	437	\$ 50.00	\$ 21,850	Yes	82%	\$ 17,917.00	\$ 896
20	(F) 833033	Chain Link Railing (Type 7 modified)	LF	437	\$ 50.00	\$ 21,850	Yes	82%	\$ 17,917.00	\$ 896
21	(F) 833142	Concrete Barrier (Type 26M)	LF	439	\$ 250.00	\$ 109,750	Yes	82%	\$ 89,995.00	\$ 4,500
22	(F) 839521	Cable Railing	LF	176	\$ 30.00	\$ 5,280	Yes	82%	\$ 4,329.60	\$ 21
23	(F) 839735A	Concrete Barrier (Type 742M)	LF	439	\$ 125.00	\$ 54,875	Yes	82%	\$ 44,957.50	\$ 2,280
					SUBTOTAL	\$ 3,628,283			\$ 3,628,283	\$ 133,171
SITE CIVIL, UTILITIES AND STRUCTURE SUBTOTAL										
					SUBTOTAL	\$ 10,591,766			\$ 4,020,033	\$ 334,173
CONSTRUCTION SUBTOTAL										
					SUBTOTAL	\$ 12,760,108			\$ 1,242,277	\$ 365,230
UTILITIES AND STRUCTURE SUBTOTAL										
					SUBTOTAL	\$ 1,059,176			\$ 593,138	\$ 29,657
					SUBTOTAL	\$ 50,000			\$ 28,000	\$ 1,400
					SUBTOTAL	\$ 1,059,176			\$ -	\$ -
					SUBTOTAL	\$ 2,168,351			\$ 621,138	\$ 31,057
					SUBTOTAL	\$ 12,760,108			\$ 1,242,277	\$ 365,230

CITY OF SAN BERNARDINO AND SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
 PALM AVENUE GRADE SEPARATION
 BNSF COST SHARE ESTIMATE
 8/28/2012

SCHEDULE OF QUANTITIES & VALUES										
Item No.	Item Code	Description	Project's Estimate			BNSF Cost Share Estimate				
			Unit	Quantity	Unit Price	Amount	Item Subject to BNSF Sharing?	If yes, % subject to BNSF sharing	Cost subject to BNSF sharing	BNSF Share (%)
SUPPLEMENTAL WORK										
	066080	Additional Traffic Control	LS	1	\$20,000	\$20,000		No	0%	\$
	066595	Water Pollution Cost Maintenance Sharing	LS	1	\$20,000	\$20,000		Yes	56%	\$ 11,200.00
	066597	Storm Water Sampling and Analysis	LS	1	\$15,000	\$15,000		Yes	56%	\$ 8,400.00
	066600	Disposal Yellow Painted Traffic Signs (RCRA)	LS	1	\$5,000	\$5,000		No	0%	\$
	066670	Payment Adjustments for Price Index Fluctuations	LS	1	\$40,000	\$40,000		No	0%	\$
		SUBTOTAL				\$ 100,000				\$ 19,600.00
										\$ 9.
RIGHT OF WAY AND 3RD PARTY UTILITIES										
		Right of Way Cost	LS	1	\$ 4,883,188.00	\$4,883,188		Yes	56%	\$ 2,734,590.88
		BNSF Easements (TCE, Aerial and Foundation)	LS	1	\$ 65,572.00	\$65,572		Yes	100%	\$ 65,572.00
		Temporary Easements (excluding BNSF)	LS	1	\$123,330.00	\$123,330		Yes	56%	\$ 69,084.80
		Severance Damages	LS	1	\$404,519.00	\$404,519		Yes	56%	\$ 228,530.84
		Right of Way Support Cost	LS	1	\$200,000.00	\$200,000		No	0%	\$
		Utility Relocation Cost (3rd Party Utility Cost)	LS	1	\$262,000	\$262,000		No	0%	\$
		SUBTOTAL				\$5,939,619				\$ 3,095,768
										\$ 154,788
PROJECT COST SUMMARY										
		Construction Cost				\$ 12,760,108		Yes	Various	\$ 1,242,277
		CM (15% of construction cost)				\$ 1,914,016		Yes	70%	\$ 1,339,811
		Supplemental Work				\$ 100,000		Yes	56%	\$ 18,600
		Railroad Work	HR			\$750,000		No	0%	\$
		Right of Way and 3rd Party Utilities-RR Easements				\$ 5,411,047		Yes	56%	\$ 3,030,188
		Right of Way Support and Utility Relocation				\$ 462,000		No	0%	\$
		BNSF Easements (TCE Aerial and Foundation)				\$65,572		No	0%	\$
		Other Project Support				\$15,257		Yes	70%	\$ 2,100,000
		Environmental and Engineering Design				\$ 3,000,000		Yes	70%	\$ 2,100,000
		TOTAL				\$ 24,478,000				\$ 689,710



Minute Action

AGENDA ITEM: 4

Date: August 14, 2014

Subject:

State Route 60 (SR-60) Archibald 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. R14138 with the City of Ontario for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Archibald Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$14,563,000. The City's portion is \$9,693,943 and includes \$200,000 for SANBAG's Project Management costs. The Public Share is \$4,869,057.
2. Authorize the release of Request for Proposals (RFP) No. 14169 for the preparation of Project Initiation Document (PID), Project Report and Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services, and Construction Support Services for the SR-60 Archibald Avenue Interchange Improvement Project.

Background:

The SR-60 Archibald Avenue Interchange is the third highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario and forms a tight diamond interchange with SR-60 (See Attachment B of R14138 for Conceptual Layout). This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City of Ontario ("City"), has requested that the SR-60 Archibald Avenue Interchange Improvement Project move forward. The proposed project will widen the existing eastbound and westbound on-ramps, and widen the Archibald Avenue through the Undercrossing to accommodate vehicular, bike, and pedestrian traffic.

The Memorandum of Understanding (MOU) No. C14137 with the City was approved by the Board on June 4, 2014, for the development of the SR-60 Archibald Avenue Interchange project. The MOU did not commit SANBAG or the City to perform work or provide funding for the Project but provided the overall framework necessary to complete all phases of the Project. The next step is Cooperative Agreement No. R14138 which was jointly developed by the City and SANBAG to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR-60 Archibald Avenue Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

work, with the exception of Resolutions of Necessity for involuntary right-of-way acquisition which will be heard by either the California Transportation Commission or the City. Attachment A of Contract No. R14138 provides the estimated cost by phase and the Public and Development Share contribution amounts. These project costs assume a low level environmental document with improvements limited to the local streets and SR-60 on-ramps only.

The Public Share of \$4,869,057 will be funded by Measure I Valley Freeway Interchange Funds. Additionally, staff has identified an estimated cost of \$200,000 for SANBAG Project Management costs. This will be fully funded by the City in accordance with Measure I Strategic Plan Policy 40005/VFI-34. When coordination with the State of California Department of Transportation (Caltrans) occurs and the level of study for the environmental and engineering studies is known, the costs included within this Cooperative Agreement will be reviewed. If the project costs appear to exceed the current funding plan amounts then the Cooperative Agreement will be amended.

Under a separate Cooperative Agreement C14139 between SANBAG and Caltrans, Caltrans will provide oversight for a Project Initiation Document (PID) and Project Study Report/Project Development Support (PSR/PDS). Government Code Section 65086.5 authorizes Caltrans to prepare the PID for projects sponsored by Local Agencies, or review and approve planning documents developed by others as reimbursed work. Caltrans' estimated support costs are \$98,000. SANBAG will be invoiced for the actual costs incurred. A separate Caltrans agreement will follow for the next phases of the project including: environmental, right of way, design, and construction phases. Policy No. 11000 authorizes the Executive Director, or designee, to approve and execute contracts up to \$100,000. Therefore, approval of Cooperative Agreement C14139 with Caltrans for PSR/PDS and PID services is not included in this Staff Report.

The next step in the development of the Project is the release of RFP 14169 for PID, PA&ED, PS&E, and ROW Engineering and Construction Support services. The attached Scope of Work for RFP 14169 is prepared for issuance upon Board approval.

ROW certification services will be provided by one of SANBAG's three On-Call ROW consultants. The services will be competitively bid and awarded to the firm who best responds to the scope of work. Services include acquisition and utility relocation activities, demolition, property management, hazardous materials testing activities, and support of eminent domain activities.

Staff is recommending Board approval of Cooperative Agreement No. R14138 with the City of Ontario for PID, PA&ED, PS&E, ROW Engineering, and Construction Support Services; and authorization to release RFP 14169 to procure the services of a consultant to prepare PID, PA&ED, PS&E, and Construction Support Services for the SR-60 Archibald Interchange Improvement Project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0894. The funding source is Measure I Valley Freeway Interchange Bond Fund and Local Funds.

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 3

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, and a draft of the agreement and RFP.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. R 14138 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Project Report; Env Doc; Right of Way;, Plans, Specs and Est; Construction Coop

Board of Director's Meeting Date: August 4, 2014

Overview of BOD Action: Approve Agreement with City of Ontario for SR60/Archibald Interchange Improvement Project Services

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	9,693,943	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0.00
Current Amendment Amount	\$	0.00	Contingency Amendment	\$	0.00
TOTAL CONTRACT VALUE	\$	9,693,943	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>				\$	9,693,943

Contract Start Date 7/2/14	Current Contract Expiration Date 12/31/21	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. 0894.

A Budget Amendment is required.

How are we funding current FY? City of Ontario receivable and Measure I IC Bond funds.

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 contribution is 66.1% of project costs + 100% of oversight costs estimated at \$200,000. Total City contribution is \$9,693,943.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Mary Brown

Project Manager (Print Name)

Signature

Date

Task Manager (Print Name)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

COOPERATIVE AGREEMENT NO. R14138

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

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

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 ONTARIO (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 December 31, 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 State Route 60 at Archibald Avenue Interchange in the City of ONTARIO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Archibald Avenue Bridge Undercrossing 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 and Construction activities of the PROJECT;
- F. WHEREAS, the PROJECT is estimated to cost a total of \$14,563,000 which includes \$200,000 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 AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$200,000, and understands it 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 \$14,363,000 which shall be funded with 66.1% Development Share funds and 33.9% 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 \$4,869,057 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 \$4,869,057 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 \$9,493,943 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$200,000 for SANBAG management for an amount not to exceed \$9,693,943 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 \$9,693,943 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 costs 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 provision 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: Al C. Boling
City Manager
303 East B Street
ONTARIO, CA 91764
Telephone: (909) 395-2396

- 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. R14138
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF ONTARIO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
L. Dennis Michael
President, Board of Directors

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
John Brown
CITY Attorney

Attachment A

PROJECT DESCRIPTION

The CITY of ONTARIO and SANBAG propose to widen the existing northbound and southbound Archibald Avenue to add two left turn pockets, modify the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lanes, widen the on- and off-ramps, and add a bike lane. The CITY of ONTARIO has requested that SANBAG be lead on the project.

PROJECT FUNDING TABLE

Public Share: 33.9%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 66.1%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$396,000	\$134,244	\$261,756
Project Report and Environmental Approval	\$396,000	\$134,244	\$261,756
PS&E	\$888,000	\$301,032	\$586,968
Right-of-Way Acquisition and Utility Relocation (including \$108,000 for Utilities)	\$1,258,000	\$426,462	\$831,538
Construction and Construction Management***	\$11,125,000	\$3,771,375	\$7,353,625
Landscaping Maintenance	\$300,000	\$101,700	\$198,300
SANBAG Management Oversight**	\$200,000	\$ 0	\$200,000
Total	\$14,563,000	\$4,869,057	\$9,693,943

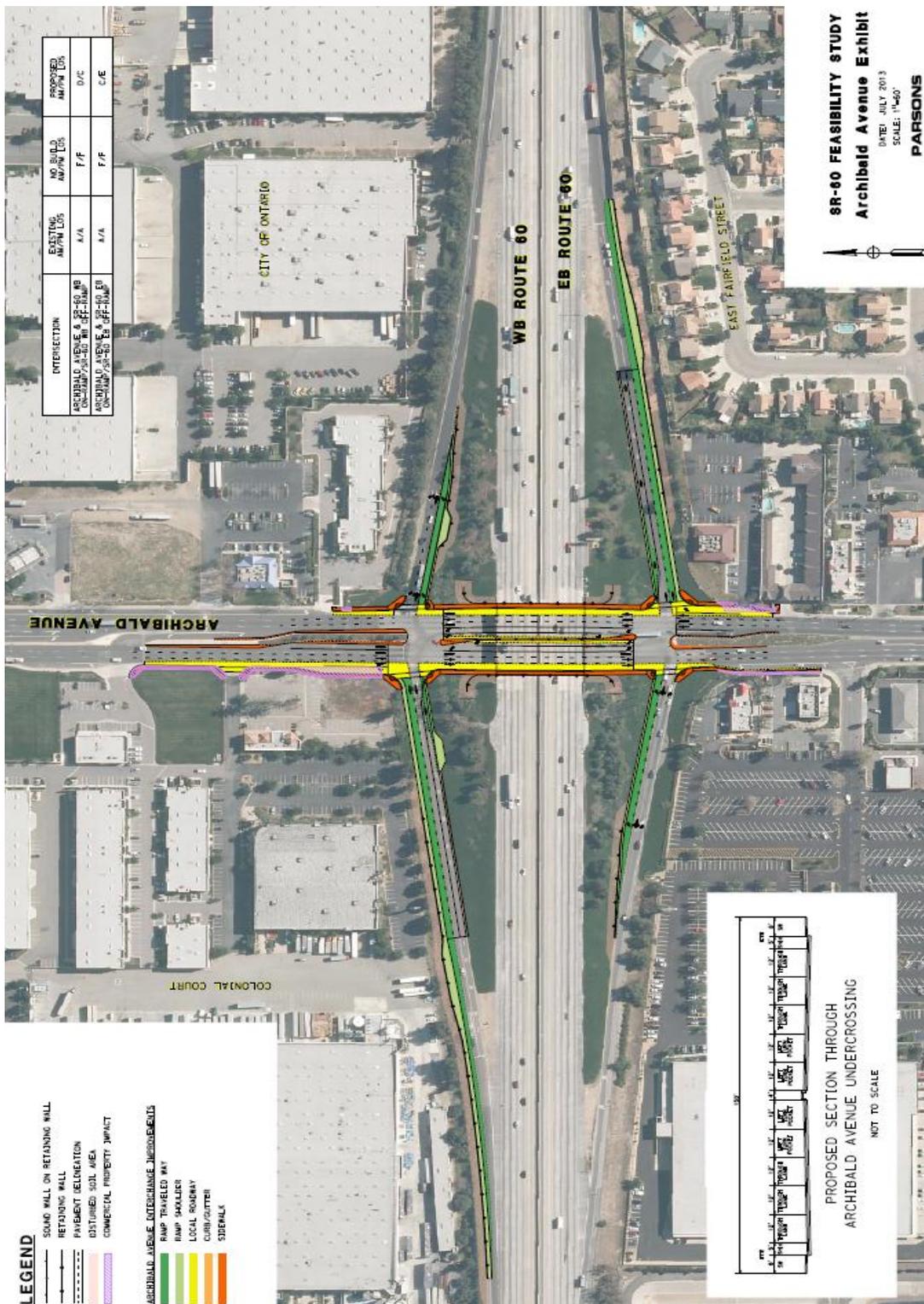
*Estimated Costs are based on July 2013 feasibility study.

** The estimate includes a 3.5% escalation rate compounded annually.

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020

Attachment B CONCEPTUAL LAYOUT



ATTACHMENT A - SCOPE OF WORK

RFP No. 14169

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 Development Support (PSR/PDS) Project Initiation Documents (PID); Project Report (PR) and Environmental Document (ED); and *optional services* to develop the Plans, Specifications and Estimate (PS&E) for the State Route 60 (SR 60) Archibald Avenue Interchange Project (“Project”) in the City of Ontario (EA: 1F260). SANBAG Sales Tax Measure I Funds and City Funds will be used to cover the cost of the preparation of the PID/PR&ED and PS&E. Construction is anticipated to be funded by a variety of local, state, and Federal sources.

The Archibald Avenue Interchange is located on SR 60 at Post Mile R7.89, approximately 1.0 mile east of the Vineyard Avenue Interchange and about 1.0 mile west of the Haven Avenue Interchange. The Project is anticipated to achieve the goal of reducing congestion during peak hours by widening the existing northbound and southbound road to add two left turn pockets, modifying the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lanes, widening the on- and off-ramps, and adding a bike lane. The Project Concept is shown in Figure A.1.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Determination of NEPA and CEQA, as well as the list of deliverables to satisfy the ED requirements will be established in the early Project Development Team (PDT) Planning Session.

Preliminary Engineering Services are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), Project Initiation Documents, Draft Project Study Report/Project Report, and Final Project Study Report/Project Report.

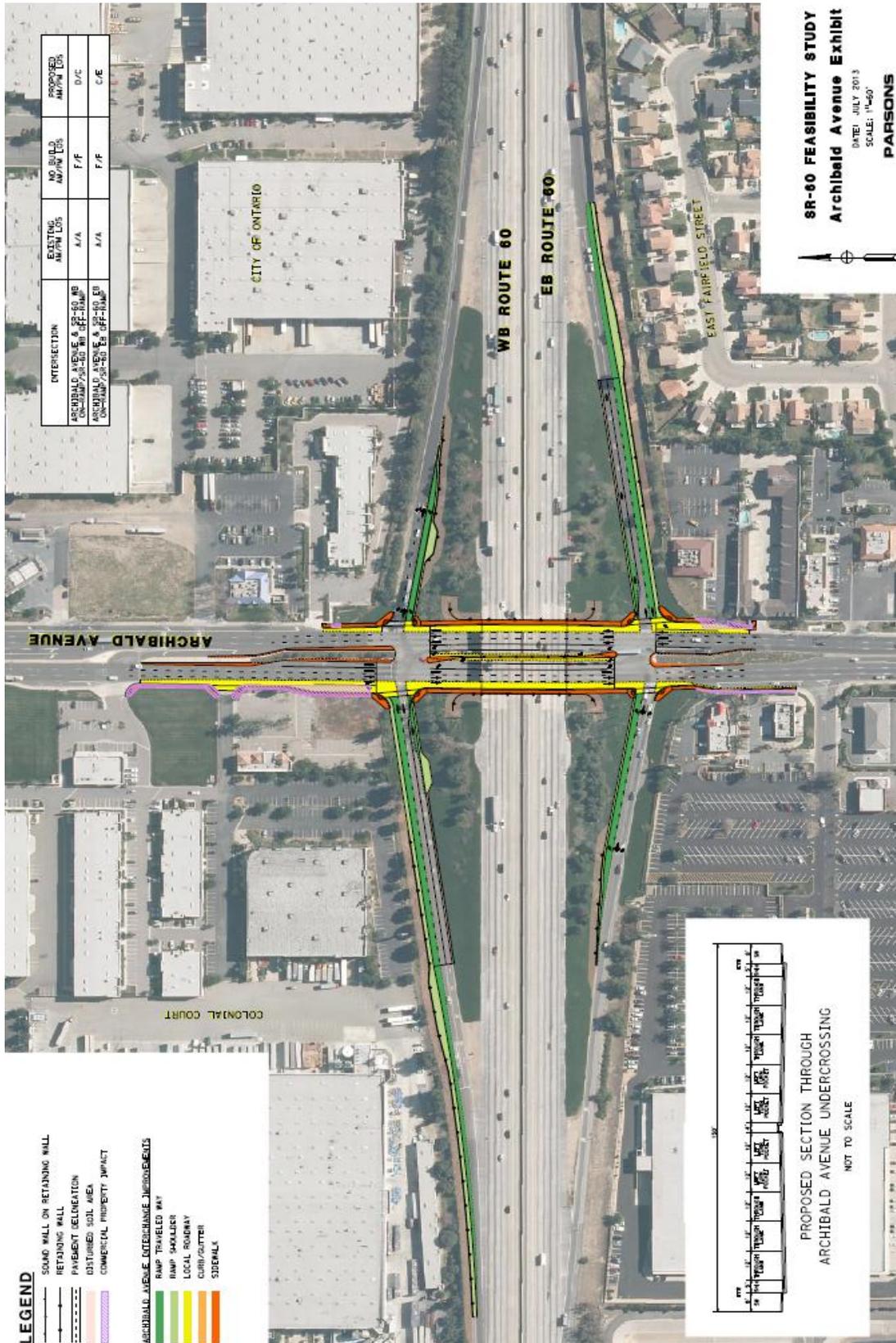
The PID may lead to the determination that there is only one viable build alternative. The Environmental Document may be limited in scope and requirements. Prior to starting the environmental studies, the requirements will be defined by the PDT.

After the Preliminary ED is circulated, and the Final ED is approved, the PS&E phase will commence. PS&E services include Right-of-Way (ROW) engineering and construction management support.

For purposes of the RFP assume the following delivery schedule:

PID/PR&ED	January 2015 – July 2016
PS&E	August 2016 – July 2018
ROW	January 2017 – July 2018
Advertise	November 2018
Construction	February 2019 – December 2020
Project Opening	June 2020
Landscape Maintenance	June 2020 – June 2023

FIGURE A.1 - PROJECT CONCEPT



Attachment: RFP14169 Attachment A Scope of Work (1168 : SR-60 Archibald Ave Interchange Improvement Project)

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Ontario (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. Required services listed below do not supersede the requirements established in the Contract (Attachment B).
- B. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID/PR&ED and optional PS&E Project phases.
- C. The deliverables list for the PID/PR&ED will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- D. Develop and maintain a Project schedule. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. Prepare the necessary Caltrans Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.
- F. 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.
- G. The design will be prepared in English units.
- H. No Modified Access Report (MAR) is anticipated.
- I. A stand-alone Project Study Report or Preliminary Environmental Analysis Report (PEAR) may not be required. The requirement will be defined in the PDT planning session. For purposes of the RFP, assume that a PEAR is required.
- J. It is SANBAG's practice to involve the community in the projects. Assume a Public Hearing or Public Informational Meeting will be held.
- K. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- L. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital

Projects will be used. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

- M. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- N. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The Consultant will develop and evaluate up to **two**-build and one no-build alternatives 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, one alternative will be carried forward for further development and analysis.
- B. Assume there will be **three** meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of softcopies.
- D. Assume 10 noise receptor locations for the existing, future no-build and build alternatives. Screening analyses will be conducted as specified in the CO protocol. If required, conduct a CALINE4 modeling for CO hot spots.
- E. Assume Level of Service C/D volumes for the main lines and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts.
- F. Assume one peer and two Caltrans reviews for each major deliverable.
- G. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Categorical Exclusion (CE).

- H. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- I. It is assumed that the project will be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP).
- J. It is assumed that a California Endangered Species Act 2081(B) State Incidental Take Permit is not required.
- K. Analyze and research the ROW impacts of the proposed Project build alternatives assessing any temporary and permanent easement and permanent fee impacts for up to 20 unique Assessor's Parcel Numbers. Up to 3 alignment studies will be analyzed.
- L. This Fact Sheet scope of work assumes documentation of 2 exception locations between the mandatory and advisory fact sheets. It is assumed that 2 supplemental fact sheets will be prepared as a part of the PS&E phase.
- M. Construction Support will include response to 25 Requests for Information, review of 50 shop drawings, attendance at 20 one-hour coordination meetings.

Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with local, state, and federal regulatory agencies.
- Coordinate with members of the Project Development Team (PDT).
- Tracking progress of the work.
- Administering subcontracts and directing their work.
- Preparation of a Subcontracts Management Plan.
- Attending public workshops.
- Preparing invoices using the Level 5 WBS described in the Workplan Standards Guide for the Delivery of Capital Projects. Include the progress report describing activities by the WBS
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders to define the project and project limits, review roles and responsibilities, and determine which PID/PR&ED Document deliverables are necessary to meet the Project approval requirements.
- Development and maintenance of the Work Plan and Project Schedules throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Corrective or remedial actions to recover schedule loss will be included.

- Development and use of a Project Specific Quality Assurance and Quality Control Plan.
- Development and use of a Project Management Plan.
- Development and use of a Risk Management Plan.
- Development of a project-specific, phase-specific Safety Plan.
- Development and use of a Records Management Plan.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Subcontracts Management Plan
- Monthly Progress Payment Invoices for services completed over the last period.
- Monthly Progress Reports based on physical percent complete
- Project specific Quality Management Plan
- Project Management Plan
- Project specific Risk Management Plan
- Project specific, phase specific Safety Plan
- Records Management Plan
- Final copy of all major deliverables during close-out

Task 150/160 Project Initiation Documents, Preliminary Engineering Studies and Draft Project Report

Work involves the preparation, review, and approval of a Project Initiation Document. Prior to starting these activities, the Contractor will host a scope definition meeting to determine which PID (PSR/PDS) and PR documents are required.

Problem Definition: Analyze available information to resolve the project's need and purpose. Determine the existing and future Level of Service (LOS) in the no-build scenario and analyze volumes. Develop Purpose and Need Statement.

Alternatives Development: This activity includes development of potential alternatives and reaching consensus with internal/external stakeholders that will be addressed in the PID. This activity may be limited to one build alternative.

Project Initiation Documents: The PSR-PDS document is used to gain approval for the project studies to move into the Project Approval and Environmental Document (PA&ED) phase. The PSR-PDS is used to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED. The required information is reduced with much of the detail being completed during PA&ED. The document requirements are defined in Appendix S of the Caltrans Project Development Manual. Specific requirements will be defined in the PDT planning session.

Surveys and Maps: Efforts included the compilation and delivery of existing survey and boundary information.

Engineering Studies:

- Topography
- Structures Advanced Planning Study: This task includes all efforts required to develop, review, approve and distribute Structures Advance Planning Studies. An APS is required to identify the structure's scope of work and preliminary cost. The APS is included in the Project Initiation Document.
- Utility Locations: Review the existing plans, as-builts and a field review of the area. Identify utility needs, inspect facilities and prepare a utility estimate for inclusion in the ROW Data Sheets
- Monitoring Surveys
- Preliminary Investigation Report: This task includes preparation of photographs and descriptions of the proposed work-site conditions; processing the BSS, site and topographic data in preparation of foundation plan creation.
- Foundation Plan: This task includes the creation of the foundation plan and submitting to DES Structure Design to be incorporated into structure plans.
- Paved Surface Survey
- Geometric Plans, Horizontal and Vertical Alignments
- Geotechnical Report: The task includes efforts required to prepare a Geotechnical Report which typically consists of field reviews, researching existing files, literature reviews and information gathering, such as proposed plans/alternatives and location history. Determine if a limited subsurface exploration is required to provide sufficient information to produce a Geotechnical Report. The subsurface exploration can include, but not limited to test borings, soundings, and/or geophysics.
- Storm Water Data Report: In general, a Storm Water Data Report (SWDR) is required for every project. Depending upon the extent of soil disturbance and degree of storm water impacts a short form may be used. Caltrans concurrence is required.
- Value Analysis: The project has limited scope and options. A VA may not be required.
- Hydraulic/Hydrology Studies: The task includes review and inspection of existing facilities to determine the need to upgrade or replace the existing drainage system and culvert inspection study
- ADA Compliance

Transportation Problem Definition and Site Assessment:

- Compile and review existing background information that may impact the alternatives under consideration.
- Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, weigh in motion master plan, existing surveys and ROW maps, TASAS and Pavement Management System (PMS) adjacent projects under development.
- Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
- Analyze the existing problem and future requirements to determine the project's need and purpose.

Traffic Studies

- Preliminary Traffic Design

- Traffic Operational and Safety Analysis
- Traffic System and Signal System Review
- Pavement Survey
- Traffic Capacity Analysis and Modeling: Use macroscopic and/or micro-simulation modeling, as appropriate, to perform traffic capacity analysis on existing and future year project specific State highways. Prepare future traffic projections, traffic indices and design designations.
- Transportation Management Plan:
 - Prepare itemized estimate of proposed TMP strategies and their respective costs for the Project Initiation Document.
 - Identify TMP elements that need to be in place prior to start of construction as stage construction.
 - Form and meet with TMP team, which may include the District TMP Manager.
 - Coordinate major closures with neighboring Caltrans districts, CHP and local agencies to determine impact on this project.
 - Update TMP/lane closure database.
- Multimodal Review: This review addresses temporary construction and permanent impacts as well as possible improvements to:
 - Pedestrian facilities (required)
 - Bicycle facilities (required)
 - Transit facilities (potential)
 - Park and Rides (potential)
- Intersection Control Evaluation: Caltrans Policy Directive, October 2013, requires that all capital projects evaluate the use of alternative intersection control designs, specifically, roundabouts, single point interchanges and diverging diamonds. The reviews include footprint reduction, improved LOS, elimination of left turn lanes, costs including maintenance and operations, and safety.

Preliminary Base Maps and Plan Sheets: Prepare exhibits, geometric base maps and functional base plan sheets.

Public / Local Agency Input: Due to the limited impact of the facility, a Public Meeting may not be required. It is SANBAG's policy to hold Public Meetings to solicit support and inform the public of activities. Activities may include:

- Development of Community Action Plan.
- Preparation of information for Scoping Meetings with public and local agencies.
- Reaching consensus on which alternatives to address in the PID.

Right of Way Data Sheets: The task includes assessment of ROW requirements, obtaining public records, preparation of ROW cost estimates and cost estimate maps, and generation of approved exceptions to Encroachment Policy.

Environmental Constraints Identification: Identify and delineate any environmental resources or issues that might affect initial alternative(s) selection. Prepare a base environmental constraints map, if required.

Fact Sheet for Exceptions to Design Standards: Complete the Design Information Bulletin 78 Checklist to document non-standard features. Prepare Fact Sheets to document non-standard features within the Project. The consideration of non-standard

features will be closely coordinated with Caltrans to assure acceptability and compliance with state and federal requirements.

Materials Report: The MR includes the deflection study, corrosion study, and identification materials required for completion of the project.

Construction Estimates: The Construction Estimates are used to program the project. The estimates include:

- Adequate scoping for each alternative
- Worst case scenario
- Reconstruction of existing features
- Right of Way costs, including utility relocation
- Mitigation costs for hazardous materials and other environmental impacts
- Existing and forecasted traffic
- Geotechnical design, especially foundation and slope stability features
- Materials
- Pavement structural sections design
- Noise barriers
- Retaining walls
- Major storm drains
- Proposed Structures
- Traffic handling and traffic management
- Recycling

Draft Project Report and Programming Document: Assume the project has only Categorical Exemption/Exclusions. This activity includes all tasks required to develop the text, exhibits and cost estimate required for a Draft Project Report and development and approval of any design exceptions.

Draft Project Report Circulation Review and Approval: This activity includes development of the PR text and exhibits; circulation; review and update the PR; and development and approval of any required design exceptions and/or FHWA Access Modification Request.

Deliverables:

- PDT agreement on required documents
- Purpose and Need Statement
- PSR/PDS Document
- Survey and Mapping Products
- Engineering Studies
- Traffic Studies
- Access Modification Report
- Approved Exceptions to Encroachment Policy
- Preliminary Centerline and Right of Way line location map
- Right of Way Data Sheets and Cost Estimate Map
- Utility Location Maps and Relocation Assessment
- Community Action Plan
- Fact Sheets
- Materials Report

- Cost Estimates
- Technical Reports/Abstracts for use in Environmental Document
- Draft Project Report and Programming Document
- Draft Project Report Circulation Review and Approval

165 Environmental Studies and Environmental Document

The environmental studies determine the environmental impact of a Capital Outlay Project. The end product is approval to circulate the Draft Environmental Document.

Preliminary Environmental Analysis Report (PEAR) may be required to support the PSR/PDS. The PEAR includes:

- Discussion of potential impacts related to alternatives capable of functioning adequately meeting Caltrans policies.
- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation.
- A recommended environmental determination/documentation and a tentative schedule for its completion. If an environmental document is required, specify the lead agency for its preparation.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right-of-way, excavation, and/or structure demolition or modification.
- Identification of required or anticipated permits or approvals.

Environmental Scoping of Alternatives Identified: Alternatives are based on those developed and documented in the Programming Document, with additions or deletions as required. Identify and delineate any environmental resources or issues that might affect initial alternative selection. Preparation of a base environmental constraints map may be required. The first activity is to obtain PDT concurrence on which environmental studies are required.

Public and Agency Scoping Process: Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. Tasks include:

- Preparation of the Draft Notice of Intent for FHWA publication, Notice of Preparation, mailing list and State Clearinghouse.
- Preparation of a Public Participation Plan, MPO/Air Pollution Control District (APCD), Public Participation Plan, Minutes, records of meeting, newsletters, press materials, and Public Participation Reports.
- Preparation of notification of initiation of environmental studies, conduct and document Public and Agency environmental scoping meeting(s)

Environmental Studies: The Project has limited or minor impact. All Environmental Studies may not be required. Obtain PDT concurrence on the environmental studies required. Prepare all necessary studies and documents necessary to prepare the Draft Environmental Document.

Environmental Analysis Report: Identify the potential environmental impacts of each alternative, as well as potential mitigation costs. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs.

Noise Study: Analyze build and no-build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks include:

- Conducting a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Preparation of 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.
- Conducting short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. 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). Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Computing the traffic noise levels using the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the build and no-build alternatives. Identify areas where the traffic noise levels approach or exceed Noise Abatement Criteria.
- Identifying noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conducting reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyzing 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.
- Preparing the 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.
- Preparing a noise section of the ED to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Scenic Resource and Landscape Architecture Review: Determine if scenic resources exist within the project limits, and whether these resources will be impacted by the project.

Landscape Architectural Review Tasks include development of:

- Design strategies that integrate the project with the surrounding environment.
- Erosion control, slope design, and Storm Water Data Report recommendations.
- Replacement Highway Planting and Mitigation Planting requirements.
- Integration with the Comprehensive Corridor Plan, if available.
- Traveler and Worker Safety report.
- Preservation of Historic Period Landscapes recommendations.

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 Caltrans SER 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 Caltrans Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program.

Conduct Native American consultation per Section 106 of the National Historic Preservation Act. This includes contacting the Native American Heritage Commission for a search of its Sacred Lands File and a list of parties with cultural ties to the APE. Prepare a summary of the Native American consultation to appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Historical Resources Evaluation Report (HRER): Prepare an HRER. 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.

Community Impact Analysis (CIA) Land Use and Growth Studies: Complete the CIA in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks include:

- Performing 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.
- Performing 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.
- Identifying any potential Section 4(f) resources in the Project vicinity and analyze any impacts.
- Addressing growth inducement issues.
- Identifying affected property owners, communities, public facilities within the Project area of influence.
- Evaluating 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).
- Addressing ROW impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Addressing potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinating with local and regional agencies, ethnic and community groups, and business organizations.

- Preparing a CIA technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Preparing relevant community impact sections for inclusion in the ED.

Air Quality Study: Determine impacts to regional and local air quality associated with implementation of the proposed Project per the current state and federal requirements. Conduct all required interagency coordination as part of the local and regional air quality conformity determination. Prepare an air quality conformity report to be submitted to FHWA for review and approval. The Air Quality Analysis will be prepared in accordance with Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. Include a Climate Change section consistent with the Caltrans SER.

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 and 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. Tasks include:

- Conducting early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements and analysis approach.
- Summarizing current regulatory framework (federal and state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identifying sensitive receptors within the Project area.
- Calculating regional burden emissions using available traffic analysis output for criteria pollutants; tabulating existing conditions and no-build/build comparisons for year of opening and applicable horizon year.
- Conducting CO hot spot analysis for selected sensitive receptor locations; tabulate results for existing conditions and no-build/build comparisons for year of opening and applicable horizon year.
- Conducting qualitative analysis for PM₁₀ and PM_{2.5}.
- Preparing draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Preparing qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA's "Interim Guidance Update on Air Toxic Analysis for NEPA Documents."
- Preparing qualitative discussion of construction impacts.
- Addressing impacts of the proposed Projects on climate changes following the latest guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Preparing an air quality impact section for inclusion in the ED.

Water Quality Studies: Prepare a WQAR using the Caltrans 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 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.

Floodplain Study: Perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. 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. 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.

Paleontology Study: All tasks will be conducted/prepared per the guidelines set forth by Caltrans 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 are:

- **Locality Search:** Conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by the Consultant. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey:** Depending on the results of the locality search, 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):** This report details results of the locality search, the geological investigation, and the field survey. 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, determine whether the Project excavation will impact those resources.
- **Paleontological Evaluation Report (PER):** 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.

Permits List: Prepare a list of permits required to complete project.

Visual Impact Assessment and Scenic Resource Evaluation: Perform all activities related to Visual Impact Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results. 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 SER. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. Coordinate with the SANBAG and Caltrans to determine the locations of viewpoints and prepare a Draft VIA. Prepare a final VIA. Tasks include:

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

Location Hydraulic and Floodplain Study Reports: Perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report, and a flood plain study for use in the Environmental Document, and prepare a technical report or reports documenting study results. These studies are usually combined into one document since they address largely the same issues. The Location Hydraulic Study is a specific FHWA requirement where a project will encroach on a flood plain. The Flood plain Study may consider a broader range of issues than FHWA requires for the Location Hydraulic Study, and is usually part of the information required to deal with the Corps of Engineers in the 404 permit process.

Hazardous Waste Initial Site Assessments/Investigations: Hazardous waste Initial Site Assessment (ISA). An ISA is required for all projects. Conduct a hazardous waste initial site assessment (ISA) for the Project and prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. The results of the ISA will determine the level of further investigation required. Tasks include:

- Conducting 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. Utilize a database service to perform this search with a ½-mile search radius from the Project boundaries.
- Conducting 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, evaluate potential impact to the Project and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.
- Aerially Deposited Lead (ADL) Report: Based on construction dates of the existing facilities, determine if ADL testing is required. If ADL testing is warranted, test unpaved areas of the Project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. Utilize an approved Health and Safety Plan. Prior

to field work, submit a Work Plan, detailing field activities to Caltrans. 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.

- Bridge Asbestos and Lead Studies: Based on the construction dates of the existing facility, prepare an asbestos and lead investigation recommendation. If warranted, investigate the existing structure 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 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.

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 ED. 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. Tasks include:

- Conducting a geophysical survey 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.
- Secure Right of Entry signatures from the parcel owners, City, County or Caltrans.
- Prepare 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). 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.
- 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;
- Laboratory analytical reports.

Biological Studies Biological and Assessment Perform all activities related to preparing Biological Studies related to the project.

Natural Environment Study (NES) Report: Based on information developed in the Biological Assessment and other information as directed by technical guidance, prepare a Natural Environment Study (NES) Report. This report demonstrates compliance with biological study and consultation requirements, and providing language and mitigation measures for use in the Environmental Document. Prepare the Abstract for use in Environmental Document.

Cultural Resource Studies Perform studies and prepare cultural resources (archaeological, historical, and architectural) reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code. Includes consultation with Native American communities.

Area of Potential Effects/Study Area Maps: Efforts required for preparing an Area of Potential Effects (APE) maps for projects with a Federal nexus and Study Area maps for those with State-only involvement.

Draft Environmental Document

Prepare Draft Environmental Document (DED) with all attachments or Categorical Exemption/Categorical Exclusion documentation. Conduct all necessary in-house and external reviews (NEPA and CEQA documents) and obtain U.S. DOT (Federal Highways (FHWA), FTA, or other Administration) approval to circulate NEPA Document and completed CE documentation or approval to circulate DED.

Approval to Circulate Resolution Includes time and effort required to resolve US DOT comments. Management of project-specific environmental resources, schedules, and information, and coordination of the studies required for the environmental document. Obtain Approval to Circulate

Deliverables: Include both Draft, Preliminary and Final Documents

- Preliminary Environmental Assessment Report
- List of Permits
- Project and Public Mailing List
- Public and Agency Scoping Documents
- Public Participations Plan

- Meeting Minutes and Documentation
- Community Impact Analysis Land Use and Growth Studies
- Visual Impact Assessment
- Noise Study
- Air Quality Study
- Water Quality Studies
- Draft Right of Way Relocation Impact Document
- Hydraulic and Floodplain Study
- Paleontology Study
- Environmental Commitments Record
- Initial Site Assessment
 - ADL Testing Recommendation
 - ADL Work Plan
 - ADL Report
 - Asbestos and Lead Test Recommendations
 - Asbestos Work Plan
 - Lead Based Paint Work Plan
 - Asbestos Report
 - Lead Based Paint Report
- Hazardous Waste Initial Site Assessments
 - Phase I testing
 - Phase II testing
- Biological Studies and Cognizant Agency Coordination
- Natural Environment Study
- Cultural Resource Studies
- Area of Potential Effects Study and Maps
- Categorical Exemption/Categorical Exclusion documentation
- Draft Environmental Document

Task 175 Circulate Draft Environmental Document and Select Preferred Project Alternative

The Task involves the circulation of the Draft Environmental Document (DED), obtaining and responding to public comment, and selecting a preferred alternative. Tasks include but not limited to:

- Preparation and circulation of the DED. This effort does not include the public hearing process and responding to comments but does not include the public hearing process and responding to comments.
- Updating the project's existing mailing list and preparation of the distribution list for all interested individuals, groups, and governmental agencies.
- Preparation and issuance of the Notice of Availability for the DED, mail notifications of the public hearing, either the published "Notice of Opportunity" or the first published public hearing notice.
- Publication and Circulation of the DED including the formal public circulation period, publishing/reproduction (including both paper and electronic formats) and mailing of the DED. This activity does not include the public hearing process and responding to

comments. Includes transmittal of DED to CTC and preparation of CTC agenda item.

- Advertise/notice and hold the Public Hearing and distribute the record of the Public Hearing.
- Schedule meetings with the interested parties to determine as required.
- Respond to comments on the DED for the preparation of the Final Environmental Document (FED).
- PDT identifies the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED) and record the decision.
- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

Task 180 Project Report and Final Environmental Document

The Task involves the preparation, review, approval and distribution of the Project Report, Final Environmental Document and Notices of Determination and/or Records of Decision. The updated DED identifies the rationale for selection of the Preferred Alternative, Includes work on the Final Environmental Document (FED), Section 4(f) Evaluation, Findings, and Statement of Overriding Considerations. Carry out formal and informal review of FED within The Department including all required quality control reviews.

Distribution includes:

- Publication/reproduction including both paper and electronic formats
- Preparation of a transmittal letter
- Publication of the Notice of Availability
- Transmittal of copies of the Federal Register
- Distribution of the Final Environmental Document (FED)
- Assisting in the preparation of CTC agenda item
- Response to comments on the FED
- Complete the draft Right of Way Impact Study
- Preparation of the Notice of Determination (NOD) and Record of Decision (ROD) and obtaining FHWA approval of the ROD.
- Draft and obtain Federal approval of the Record of Decision (ROD)
- Preparation of Notice of Determination (NOD)
- Preparation of the Environmental Commitments Record (ECR)

Task 185 Prepare Base Maps and Plan Sheets during PS&E Development

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this task include preparation of Right of Way maps and plan sheets.

Task 230 Prepare Draft PS&E

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es.

Draft Highway Planting Plans: Activities include design, field reviews, delineation, and internal/external coordination of highway-planting plan sheets for construction contract.

Engineering Reports: Finalize project design reports needed to establish design parameters and complete design.

Subsurface Exploration: This task includes all efforts required to ready a site for subsurface exploration. Subsurface exploration may require prior acquisition of rights to enter, resource/regulatory agency permits, or other cross-functional compliance efforts.

Geotechnical Design Report (GDR): This task includes all efforts required to finalize a Geotechnical Design Report (GDR), from subsurface exploration through report and boring log completion. The purpose of the GDR is to provide the geotechnical recommendations required to produce a complete District PS&E. The GDR requires sufficient subsurface exploration, including test borings, soundings and/or geophysics, to characterize geologic and geotechnical conditions for the project.

Pavement Design Report: This task includes all efforts required to finalize a Pavement Design Report.

Materials Report: This task includes all efforts required to finalize a Materials Report. A Materials Report must be prepared for all projects that involve any of the following components:

- Pavement structure recommendations and/or pavement studies
- Culverts (or other drainage materials)
- Corrosion studies
- Materials disposal sites
- Slide prone areas with erosive soils

Highway Planting Plans: Task includes activities, such as design, field reviews, delineation, and internal/external coordination necessary to develop highway-planting plan sheets for construction contract.

Deliverables:

- Roadway Plans
- Highway Plans
- Traffic Plans
- Transportation Management Plan
- Utility Plans
- Drainage Report
- Specifications
- PS&E Quantities Estimate
- Structures
- Engineering Report
 - Hydrology and Hydraulics Reports
 - Subsurface Exploration Studies
 - Geotechnical Design Report
- Draft PS&E Package

Task 250 Final Structures PS&E Package

The task involves addressing comments on the Draft Structures PS&E and incorporation into the final Structures PS&E package. This task includes all efforts involved in the development of the overall final structures. Activities include, but are not limited to:

- Project Review
- Constructability Review Meeting of draft Structures PS&E package
- Revisions to the Plans, Special Provisions, and Cost Estimates
- Transmittal of final Structures PS&E package to District Office Engineer, DES Office Engineer, or appropriate agencies for an external review
- Other activities related to the development of the final Structures PS&E package.

Deliverables:

- Final Structures PS&E Package

Task 255 Circulate, Review and Prepare Final District PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:

- Review Final Plans for Constructability (95%) and inclusion in package.
- Review Project for Final Permit Needs
- Review Aesthetics
- Review the Final Traffic Management Plan(TMP)
- Review All Specifications and Estimate
- Review Hydrology and Hydraulic design elements and specifications
- Review Geotechnical Design Elements and specifications
- Review Pavement design elements and specifications
- Review Materials design elements and specifications
- Review for Conformity with Environmental Commitments
- Perform Safety Review
- Perform PS&E Reviews

Deliverables:

- Comment Resolution
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Staking Package
- Resident Engineer's Pending File

Task 220 Right of Way Engineering

SANBAG will provide Right of Way Services. This task identifies Right of Way support services. Services include Right of Way Engineering work in advance of Appraisal and Acquisition activities.

Land Net Survey, Maps and Documents: Search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates. The Land-Net Map depicts the condition of existing property ownership boundaries, lines, and monuments (land net). Effort entails completion of work activities required to analyze, determine, and delineate a single land-net that encompasses the whole project.

Right of Way Maps: Prepare Right of Way Maps that include the certification of the sufficiency of the right of way by designers prior to finalizing the appraisal maps.

Appraisal Maps: calculation and delineation of all new parcels and sub-parcels, using the Land Net Map.

Field Located Right of Way:

- Flagged Right of Way: Provide temporary and approximate marking of the right of way. Used for the purpose of appraisal, acquisition, disposal of land, or utility relocation planning and estimating.
- Staked Right of Way: Provide a permanent and accurate marking of the right of way. Used to provide a durable visible location of a right of way feature and its angle points.

Support SANBAG ROW Efforts to secure deeds, legal descriptions, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plats.

Deliverables:

- Land Net Survey, Maps and Documents
- Right of Way Maps
- Appraisal Maps
- Field Located Right of Way
 - Flagged Right of Way
 - Staked Right of Way
- Support SANBAG ROW efforts

Task 270 Construction Engineering - Technical Support

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.

Minute Action

AGENDA ITEM: 5

Date: August 14, 2014

Subject:

Interstate 10 (I-10) Tippecanoe Avenue Interchange Reconstruction Landscape Maintenance

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 Landscape Maintenance Agreement C14127 with the State of California Department of Transportation for the I-10 Tippecanoe Interchange Phase 2 at no cost.
2. Approve the Plans, Specifications, and Estimates and authorize advertising Invitation for Bid 14180 for the Landscape Maintenance Contract for the I-10 Tippecanoe Interchange Phase 1.
3. Approve taking the recommendation for award of the C14180 Landscape Maintenance Contract directly to the Board without prior Board Metro Valley Study Session review.

Background:

San Bernardino Associated Governments acting as the San Bernardino County Transportation Commission (SANBAG) is the lead agency for both design and construction of the Interstate 10 (I-10) Tippecanoe Interchange Reconstruction Project. In August 2011, SANBAG staff developed a strategy to separate the Plans, Specifications & Estimate (PS&E) package into two construction phases in order to compete and succeed in receiving \$10 million in savings from the Corridor Mobility Improvement Account (CMIA) program. The logical split involved isolating the improvements within existing State right-of-way (Phase 1) from that which is improvements located outside of State right-of-way (Phase 2). As a result of the split, Phase 1 was able to meet the CMIA deadline and secure the additional \$10 million. Presently, Phase 1 landscape construction and plant establishment will conclude soon and construction will begin for Phase 2 in the fall. In preparation for maintenance of the landscaping at the I-10 Tippecanoe Avenue Interchange, a new cooperative agreement with Caltrans and two procurement related actions are presented for consideration.

Recommendation 1: On April 11, 2013, the Board approved a no cost Landscape Maintenance Agreement C13092 with the State of California Department of Transportation (Caltrans) for the I-10 Tippecanoe Avenue Interchange Project Phase 1. This agreement C13092 defines SANBAG's responsibilities as four years of maintenance beginning after the completion of construction and plant establishment. The City of Loma Linda is supplying the irrigation water for Phase 1 at no cost.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

The Phase 2 request for authorization was submitted to Caltrans on May 21, 2014, in order to obtain an Authorization to Proceed (E-76) which obligates the federal allocated funds for construction. Phase 2 construction, including landscaping, is scheduled to be awarded by the Board in November or December 2014 and start construction early in 2015. Construction is anticipated to end in early 2017 and immediately after will start the one year Plant Establishment. Phase 2 will also have four years of landscape maintenance that will follow the completion of these improvements and plant establishment.

This recommendation is for approval of the Tippecanoe Avenue Interchange Phase 2 Landscape Maintenance Agreement C14127 with Caltrans. Similar to the agreement for Phase 1, this agreement defines SANBAG's responsibility as four years of maintenance beginning after the completion of construction and plant establishment. There are no costs associated with this agreement with Caltrans; however, after the plant establishment period for Phase 2, SANBAG will bid and award a four year maintenance contract which is estimated at \$250,000. Staff is recommending this Phase 2 Landscape Maintenance Agreement between Caltrans and SANBAG be approved by the Board.

Recommendation 2 & 3: The Phase 1 construction contract was awarded by the Board on May 2, 2012, and work started on July 25, 2012. Phase 1 plant establishment started in February 2014 and is scheduled to be completed in February 2015, at which time maintenance of the landscaping under the landscape maintenance contract would commence.

Because Phase 1 plant establishment is nearing completion and Phase 2 is preparing to start, staff recommends the approval of the bid package and authorization to advertise Invitation for Bids No. 14180 for Tippecanoe Avenue Interchange Phase 1 Landscape Maintenance.

The plans, specifications, and estimate are the major elements of a bid package and are complete for the I-10 Tippecanoe Interchange Phase 1 landscape maintenance project. This maintenance contract will be recommended for award based on verification of the lowest responsive/responsible bid in accordance with required criteria. Since the award of the contract is based on the lowest responsive/responsible bidder, it is recommended that the award of the landscape maintenance contract proceed directly to the Board without prior Metro Valley Study Session review. This will allow the execution of the contract and start of maintenance to occur at the earliest possible date, and ensure timely start after the end of plant establishment as required by the approved Landscape Maintenance Agreement C13092 with Caltrans. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration.

Financial Impact:

There are no costs associated with these items and no financial impact to the Fiscal Year 2014/2015 budget under Task Number 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 a draft of the contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 14127 Amendment No. 0

By and Between

State of California Department of Transportation and San Bernardino County Transportation Commission

Contract Description I-10 Tippecanoe Ph 2. Landscape Maintenance Agreement

Board of Director's Meeting Date: September 3, 2014

Overview of BOD Action: Approve Landscape Maintenance Agreement which defines SANBAG's maintenance responsibilities as four years after the completion of construction and plant establishment.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

Contract Start Date 09/03/2014	Current Contract Expiration Date 09/03/2018	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. 0842.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

There are no costs associated with this agreement with Caltrans. However, after the plant establishment period for phase 2, SANBAG will bid and award the 4 year maintenance contract which is budgeted at \$250,000.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Andrea Nieto

Project Manager (Print Name)

Signature

Date

Garry Cohoe

Task Manager (Print Name)

Signature

Date

Andrea Zureick

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

Signature

Date

Jeffery Hill

Contract Administrator (Print Name)

Signature

Date

Bill Stawarski

Chief Financial Officer (Print Name)

Signature

Date

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 10 WITHIN THE CITIES OF LOMA LINDA AND SAN BERNARDINO**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the San Bernardino County Transportation Commission; hereinafter referred to as “COMMISSION” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Cooperative Agreement(s) number 08-1566 dated _____, Permit Number(s) 08-13-N-MC-0619_____.
2. This Agreement addresses COMMISSION responsibility for the landscaping, planting, irrigation systems, hardscaping (rock blanket), mulches, control, litter and weed removal, and Biofiltration Swales (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 10, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, COMMISSION and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on said Exhibit “A.”
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ Division of Maintenance’s responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the

PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. COMMISSION agrees, at COMMISSION expense, to do the following:
 - 4.1. COMMISSION may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. COMMISSION will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 4.3. COMMISSION shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 4.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.5. COMMISSION contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 4.6. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 4.7. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 4.8. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 4.9. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 4.10. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 464 W. 4th St., San Bernardino, CA 92401.

- 4.11. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.12. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 4.13. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 4.14. To allow random inspection of LANDSCAPING by a STATE representative.
 - 4.15. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 4.16. All work by or on behalf of COMMISSION will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide COMMISSION with timely written notice of unsatisfactory conditions that require correction by the COMMISSION. However, the non-receipt of notice does not excuse COMMISSION from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to COMMISSION and COMMISSION contractors at no cost to them.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third PARTIES not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COMMISSION facilities different from the standard of care imposed by law.
 - 6.2. If during the term of this Agreement, COMMISSION should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COMMISSION at COMMISSION's expense or direct COMMISSION to remove or itself remove LANDSCAPING at COMMISSION's sole expense and restore STATE's right of way to its prior or a safe operable condition. COMMISSION hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or

removing LANDSCAPING, STATE will provide written notice to COMMISSION to cure the default and COMMISSION will have thirty (30) days within which to affect that cure.

- 6.3. Neither COMMISSION 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 STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COMMISSION 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COMMISSION.
- 6.4. Neither STATE 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 COMMISSION under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and save harmless STATE 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 COMMISSION under this Agreement.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COMMISSION must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COMMISSION agrees to include prevailing wage requirements in its contracts for public work. Work performed by COMMISSION'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 7.2. Requirements in Subcontracts - COMMISSION shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COMMISSION's contracts

- 8. **INSURANCE - COMMISSION** and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

- 9. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and COMMISSION’s failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

- 10. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect for four years after the completion of the construction contract of EA 44812, or until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

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

Attachment: C14127 [Revision 2] (1142 : I-10 Tippecanoe Phase Landscape Maintenance)

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
L. Dennis Michael
COMMISSION Chair

By: _____
MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Vicki Watson
Clerk of the COMMISSION

By: _____
Deputy District Director
Maintenance District

APPROVED AS TO FORM:

As to Form and Procedure:

By: _____
Eileen Monaghan Teichert
COMMISSION General Counsel

By: _____
Legal Attorney
Department of Transportation

Attachment: C14127 [Revision 2] (1142 : I-10 Tippecanoe Phase Landscape Maintenance)

Minute Action

AGENDA ITEM: 6

Date: August 14, 2014

Subject:

Interstate 215 (I-215) Landscaping Replacement Project

Recommendation:

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

1. Approve the Plans, Specifications, and Estimate, and authorize advertising Invitation for Bids 14171 for construction of the I-215 Segment 3 Landscaping Replacement Project.
2. Approve taking the recommendation for award of the construction contract directly to the Board without prior Board Metro Valley Study Session review.
3. Approve award of Contract No. C14129 for I-215 Segments 1, 2, 3 and 5 Landscaping Replacement Project, after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by Caltrans' Local Assistance Procedures Manual. This agenda item will be updated when the firm is selected and the staff negotiates the scope of services and the contract amount.
4. Approve a contingency amount of 10% for Contract No. C14129 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

This agenda item allows the I-215 Segment 3 Landscaping Replacement Project to proceed to construction and recommends a new professional service contract.

In January 2012, the San Bernardino County Transportation Authority entered into a contract with State of California Department of Transportation (Caltrans) whereby Caltrans was the lead agency for performing acquisition of any right-of-way, preparation of the environmental document, and preliminary and final design of landscaping plans for the corridor segments of the I-215. The final design plans were broken into 4 segments: Segments 1, 2, 3, and 5, all within the City of San Bernardino.

In May 2014, the Board approved Cooperative Agreement No. C14120 with Caltrans for landscape construction of Segment 3, whereby SANBAG is the sponsor, funding partner, and implementing agency for construction capital and support.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 2

Recommendation 1 & 2: The landscape design is complete on Segment 3, the most southerly segment from Orange Show Road Overcrossing north to the Lytle Creek Channel Undercrossing. This recommendation is for the approval of the Plans, Specifications, and Estimate (PS&E) and to authorize the advertising of Invitation for Bids 14171 for construction of the I-215 Segment 3 Landscaping Replacement Project.

This landscape construction contract will be recommended for award based on verification of the lowest responsive/responsible bid in accordance with required criteria. Since the award of the contract is based on the lowest responsive/responsible bidder, it is recommended that the award of the construction contract proceed directly to the Board without prior Metro Valley Study Session review. This will allow the execution of the contract and start of construction to occur at the earliest possible date, and ensure timely use of federal funding. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for Board's consideration.

Recommendation 3 & 4: On May 7, 2014, the Board authorized the advertisement of Request for Proposal (RFP) 14129 for Construction Management Services for the I-215 Segments 1, 2, 3 and 5 Landscaping Replacement Project with a Notice to Proceed to be issued for each segment when the segment is ready to be advertised for construction.

On May 21, 2014, RFP C14129 was released and published on SANBAG's website. Approximately 292 firms were notified of the RFP. A pre-proposal conference was held on June 4, 2014, which was attended by 10 people representing 6 firms.

On July 16, 2014, four proposals were received. The evaluation committee reviewed all proposals and held interviews on July 30. The evaluation committee agreed on recommending Vali Cooper & Associates, Inc. to provide the Construction Management Services for the I-215 Segments 1, 2, 3 and 5 Landscaping Replacement Project.

Staff negotiations of the scope of services and the contract amount will occur after the printing of the Metro Valley Study Session Agenda. As such, staff plans to present a revised agenda item on the day of the August 14, 2014, Metro Valley Study Session.

The award and execution of the contract is contingent upon Caltrans' Audits & Investigations (A&I) issuance of a Conformance Letter which indicates that Caltrans has reviewed the proposed contract and the financial information submitted by the consultant and its subconsultants, and has found the contract terms and the consultant's cost and price information compliant with state and federal requirements. This is a new Caltrans' procedure implemented in May 2013, impacting Architects and Engineering Contracts of \$150,000 or more. Authorization to utilize federal funds on this contract is not expected until sometime in September/October 2014.

Staff is requesting approval to award the landscape construction management contract and to authorize a 10% contingency, contingent upon receipt of a Caltrans' A&I Conformance Letter.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0838b. The funding sources are Projects of National and Regional Significance (PNRS) and Measure I 1990 Traffic Management and Environmental Enhancement (TMEE).

Board of Directors Metro Valley Study Session Agenda Item

August 14, 2014

Page 3

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Additional Information

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors		X	X	X		X						
James Ramos Board of Supervisors		X	X			X						
Janice Rutherford Board of Supervisors		X		X	X	X						
Josie Gonzales Board of Supervisors				X		X						
Robert Lovingood Board of Supervisors												
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							
Dennis Yates City of Chino		X	X	X		X						
Ed Graham City of Chino Hills		X	X	X	X							
Frank Navarro City of Colton		X	X	X	X	X						
Michael Tahan City of Fontana		X	X	X	X	X						
Walt Stanckiewitz City of Grand Terrace		X	X	X	X	X						
Mike Leonard City of Hesperia				X								
Larry McCallon City of Highland		X	X	X	X							
Rhodes ‘Dusty’ Rigsby City of Loma Linda			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.

Communication: Board of Directors Metro Valley Study Session Attendance Register (Additional)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

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

Communication: Board of Directors Metro Valley Study Session Attendance Register (Additional

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

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996