

AGENDA

Board of Directors Metro Valley Study Session

February 11, 2016

*****Start Time: 9:30 AM*****

Location

SANBAG

First Floor Lobby

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

Board of Directors

Valley Representatives

Study Session Chair

Alan Wapner, Council Member
City of Ontario

Study Session Vice-Chair

Janice Rutherford, Supervisor
Second District

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Eric Schmidt, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

George Huntington, Mayor
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

James Ramos, Third District

Josie Gonzales, Fifth District

Curt Hagman, Fourth District

Ex-Officio Member – John Bulinski, Caltrans District 8 Director

Ray Wolfe, SANBAG Executive Director

Eileen Teichert, SANBAG General Counsel

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

February 11, 2016

9:30 AM

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To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Alan Wapner)

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

Possible Conflict of Interest Issues

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.

This item is prepared 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 Members.

Consent - Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG construction contracts with KASA Construction, Inc., Ortiz Enterprises, Inc., Sully-Miller Contracting Company and Skanska USA Civil West**

Receive and file change order report.

Presenter: Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Administrative Matters

- 3. Budget Overview for Proposed Budget Fiscal Year 2016/2017**

Recommend the Metro Valley Study Session receive general overview of the proposed budget for Fiscal Year 2016/2017.

Presenter: William Stawarski

This item will be reviewed by the Mountain/Desert Committee on February 12, 2016.

Discussion - Project Delivery

- 4. Quarterly Report through December 2015**

Receive the Major Projects Status Briefing for the period through December 2015.

Presenter: Garry Cohoe

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

- 5. Interstate 215/Mount Vernon Ave Cooperative Agreement for Participation with Caltrans**

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

Approve Cooperative Agreement No. 16-1001441 with the California Department of Transportation (Caltrans) for participation in funding of Alternative 3 of the Interstate 215 (I-215) Mount Vernon/Washington Bridge Replacement Project in a fixed amount of \$2,411,290 in Measure I Valley Freeway Program funds for all phases of the project.

Presenter: Paula Beauchamp

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

6. Interstate 215 Barton Road Cooperative Agreement with the City of Grand Terrace

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

Approve Cooperative Agreement No. 16-1001384 with the City of Grand Terrace for the Design, Right of Way (ROW) and Construction phases of Interstate 215 Barton Road Interchange Project.

Presenter: Paula Beauchamp

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

7. Interstate 215 Barton PS&E and ROW Agreement Amendment 6

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

A. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

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:

B. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

Presenter: Paula Beauchamp

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

8. State Route 60 Archibald Agreement with Caltrans

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

Approve Cooperative Agreement 16-1001431 with Caltrans for oversight of Environmental, Design, and Right-of-Way phases of the State Route (SR) 60 Archibald Avenue Interchange Improvement Project at no cost to SANBAG.

Presenter: Paula Beauchamp

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

9. Monte Vista Ave Grade Separation - Construction and Maintenance Agreement and Trade Corridor Improvement Fund Project Baseline Agreement

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

A. Approve Agreement No. 16-1001450 with Union Pacific Railroad Company (UPRR) and the City of Montclair for the construction and maintenance of the Monte Vista Avenue Grade Separation project and authorize the Executive Director to execute the final Agreement No. 16-1001450 in substantially the form attached, after approval as to form by General Counsel. As defined in Agreement No. 16-1001450, SANBAG will reimburse UPRR an estimated \$1,100,000, consisting of City of Montclair Developer Impact Fees and an estimated \$892,100 in Measure I Valley Major Street Program (Grade Separation) funds, for railroad work, flagging and inspection costs. SANBAG will receive a contribution of \$1,076,309 from UPRR towards the overall project cost.

B. Approve Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation Project and authorize the Executive Director to execute the final TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

Presenter: Dennis Saylor

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Discussion - Transportation Programming and Fund Administration

10. Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2016/2017

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

Approve the following amounts for consideration in the SANBAG Fiscal Year 2016/2017 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program:

- Valley Major Street Arterial Sub-Program: \$10,780,897.43
- Valley Major Street Project Advancement Program: \$8,188,822.36
- Valley Major Street Project Advancement Program Adjustment Repayment: \$2,538,438.77

Presenter: Ellen Pollema

This item is not scheduled for review by any other policy committee. This item was reviewed by the Transportation Technical Advisory Committee on February 1, 2016.

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List
Mission Statement

**The next Board of Directors Metro Valley Study Session will be
March 10, 2016**

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, 1st 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 “Discussion” contain recommended 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 or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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 applies.

Disruptive or Prohibited 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 or prohibited conduct includes without limitation 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, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. 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 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: February 11, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C13002	KASA Construction <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
2-B	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

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			Superior Gunite Truesdell Corporation West Coast Welding, Inc
2-C	C14164	Sully-Miller Contracting Company <i>Raymond Sanchez</i>	A. C. Dike Company ACL Construction Company, Inc. Bravo Sign & Design Cal-Stripe, Inc. Coral Construction Company Diversified Landscaping Company Fencecorp, Inc. Goss Construction Company, Inc. Harber Companies, Inc. High Light Electric, Inc. Integrity Rebar Placers J.V. Land Clearing Company, Inc. LNA Concrete Structures, Inc. MCM Construction, Inc. Statewide Traffic Safety & Signs
2-D	C11184	Skanska USA Civil West <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors Metro Valley Study Session
 Date: February 11, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *February 11, 2016*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts with KASA Construction, Inc., Ortiz Enterprises, Inc., Sully-Miller Contracting Company and Skanska USA Civil West

Recommendation:

Receive and file change order report.

Background:

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

A. Contract Number (CN) C13002 with KASA Construction, Inc. for construction of the SR-210 Segment 11 Landscape Improvement project: CCO No. 18 (no cost/no credit change for three additional working days to the contract to allow time necessary to perform remedial work identified before turnover of site to the follow-up four (4) year extended plant maintenance contractor).

B. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 68 (\$18,700.01 increase to compensate contractor for unit price adjustment of bid items utilized at either less than 75% or greater than 125% of the Engineers Estimate as provided for in the contract Standard Specifications).

C. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tippecanoe Avenue Interchange Phase II project: CCO No. 20 Supplement 1 (\$5,300.00 decrease due to reduction of underground electrical conduits and pull boxes for connection to SCE service location), CCO No. 26 Supplement 1 (\$5,000.00 additional funds for tree removal at Lee Street and Tippecanoe not shown on plans, thereby resolving Notice of Potential Claim No. 8), and CCO No. 34 Supplement 2 (\$8,818.95 additional funds for installation of copper water pipe for irrigation service line per City of Loma Linda requirements.).

D. CN C11184 with Skanska USA Civil West for construction of the Hunts Lane Grade Separation project: CCO No. 45 Supplement 3 (\$640.65 additional funds for additional Storm Water Pollution Prevention measures and Field Office rental and approve extending project three (3) working days due to delays associated with changes to contractor jack and bore operations covered by this change order).

Financial Impact:

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

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

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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

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016
Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

I-10 Citrus Interchange - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$ 35,000.00
001 S-1	Traffic Control, Additional Funds	\$ 35,000.00
001 S-2	Traffic Control, Additional 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
004 S-1	Additional Funds	\$ 10,000.00
005	Dispute Review Board	\$ 15,000.00
005 S-1	Additional Funds	\$ 5,000.00
006	Maintain Existing Electrical Systems	\$ 20,000.00
006 S-1	Additional Funds	\$ 5,000.00
006 S-2	Additional Funds	\$ 8,100.00
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 - 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
029 S-1	Additional Funds	\$ 49,800.00
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
036	Change in Retaining Wall Type	\$ 29,883.70
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

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
043	ADA Requirements on Bridge	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on #4 Lanes	\$ 86,614.00
045	Additional Concrete Swale Along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$ 27,000.00
048	Curb and Sidewalk at SW Corner Valley/Citrus	\$ 5,200.00
050	Mulberry Channel Access Ramp	\$ 45,778.00
051	Street Light Pole Bases	\$ 8,159.00
052	Revise Curb Ramps, Sidewalks & Ped Buttons for ADA	\$ 15,000.00
054	I-10 Median Paving	\$ 44,500.00
056	Misc. Work Not Covered by Contract Items	\$ 40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	Traffic Signal Equipment at Slover and Valley	\$ 59,787.00
060	Caltrans Safety Comments EB on Ramp	\$ 35,000.00
061	Remove Pedestrian Crossing Features	\$ 35,000.00
065	Apprentice Training	\$ 3,600.00
065 S-1	Additional Funds	\$ 1,400.00
066	Hot Mixed Asphalt Price Adjustment	\$ 35,141.65
067	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 147,391.52
068	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 104,127.07
069	Final Claims Adjustment and Extending Plant Establishment Period	\$ 8,000.00
CCO TOTAL		\$ 1,160,351.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,726,000.00

I-10 Cherry Interchange - Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$ 35,000.00
1 S-1	Additional Funds	\$ 12,000.00
2	Maintain Existing Irrigation System	\$ 5,000.00
2 S-1	Additional Funds	\$ 25,000.00
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
6 S-1	Additional Funds	\$ 10,000.00
7	Partnering	\$ 20,000.00
8	Compliance with Right-of-Way Obligations	\$ 60,000.00
8 S-1	Compliance with Right-of-Way Obligations – Supplement 1	\$ 60,000.00
8 S-2	Compliance with Right-of-Way Obligations – Supplement 2	\$ 100,000.00
9	Graffiti Removal	\$ 15,000.00
9 S-1	Graffiti Removal – Supplement 1	\$ 25,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System – Supplement 1	\$ 20,000.00
10 S-1	Maintain Existing Electrical System – Supplement 2	\$ 38,000.00
11	Spillway Drainage Connection to DS-1	\$ 25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Supplement 1	\$ 13,000.00
11 S-2	Additional Funds	\$ 18,000.00
12	Temporary Light Poles	\$ 20,000.00
13	Remove Existing Sign Structure	\$ 10,260.00
14	Compensation for Right-of-Way Obstruction (Leach Tank)	\$ 10,780.00
15	Revision to Contract Special Provisions for Tree Removal	\$ 0.00
16	RW 680 Footing Modifications	\$ (21,490.00)
17	Remove Existing Asbestos Pipe	\$ 10,797.00
19	Regular PCCP in Lieu of Rapid Set Concrete	\$ (152,296.00)
18	Realign 96” RCP	\$ 49,991.01
20	Driveway for Truck Stop Facility	\$ 0.00
21	Remove Tree Item Adjustment	\$ 103,187.55
21 S-1	Additional Funds	\$ 58,999.65
22	Change in Alignment for SW 697	\$ 0.00
23	Modified Concrete Barrier for Concrete Poles	\$ 25,000.00
23 S-1	Additional Funds	\$ 35,000.00
24	Removal and Disposal of Man-Made Buried Objects	\$ 5,000.00
24 S-1	Additional Funds	\$ 55,000.00
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
29 S-1	Additional Funds	\$ 30,000.00
30	Modifications to Drainage System	\$ (115,480.50)
31	Payment to Edison	\$ 10,000.00
32	Various Unforeseen Additional Work	\$ 30,000.00
32 S-1	Additional Funds	\$ 30,000.00
33	Electrical Revisions for MSE Wall	\$ 46,447.28
34	Bridge Modifications as per Caltrans and UPRR	\$ 26,000.00
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 ½” Gravel	\$ (23,100.00)
38	Revise SP’s for Payment for Removal of Temporary Striping	\$ 20,000.00
38 S-1	Additional Funds	\$ 14,000.00
40	Rush Truck Center Parking Lot	\$ 45,000.00
42	Pedestrian Access to Bridge	\$ 20,000.00
42 S-1	Additional Funds	\$ 5,000.00
43	Type 60C Barrier and Shotcrete Along W/B Off-Ramp	\$ 35,000.00
45	Lower Fiber Optics and Drainage Systems for Roadway	\$ 60,461.12
45 S-1	Additional Funds	\$ 10,000.00
46	Temp. Electrical Feed for Street Lighting for Stage 1A	\$ 17,000.00
48	Pedestrian Signal Heads, Pushbuttons and Street Signs	\$ 29,903.05
49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72

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50	Concrete Barrier Anchor Block	\$ 4,825.44
51	Traffic Signal Equipment for Slover and Valley	\$ 71,082.80
52	Railroad OH Modifications	\$ 73,660.00
53	NOPC 003-07-25-13 Resolution	\$ 249,760.84
54	Stage 3B Construction Changes	\$ (45,206.82)
54 S-1	Additional Stage Construction Changes	\$ (104,722.20)
55	Modify Drain Inlet	\$ 3,526.18
56	Apprentice Training	\$ 9,600.00
57	Farmer Boy Restaurant Landscaping and Irrigation System	\$ 10,350.00
58	Modify Striping on Cherry	\$ 9,590.50
58 S-1	Resolve NOPC No. 13-04-10-15	\$ 9,664.84
59	Final Quantity on Various Bid Items	\$ (16,284.59)
60	Installation of LED Lighting Equipment	\$ 49,269.71
61	Vandal Proof Pull box Lids	\$ 30,000.00
62	Modifications to Drainage System No. 9	\$60,000.00
63	Bid Item No. 104 Final Payment Adjustment	\$ 24,347.81
68	Bid Item Adjustments	\$ 18,700.01
CCO TOTAL		\$ 1,739,103.84
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,282,319.79

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
3 S-1	Additional Funds	\$ 11,406.00
3 S-2	Returning Unused Funds to Contingency	\$ (32,239.10)
3 S-3	Returning Unused Funds to Contingency	\$ (5,222.25)
4	Additional Traffic Control	\$ 25,000.00
4 S-1	Returning Unused Funds to Contingency	\$ (5,651.49)
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
6 S-2	Additional Funds	\$ 14,922.00
6 S-3	Deletion of Butterfly Valve and Hydrant	\$ (635.26)
6 S-4	Returning Unused Funds to Contingency	\$ (5,827.33)
7	Temporary Drainage System	\$ 10,000.00
7 S-1	Returning Unused Funds to Contingency	\$ (4,588.04)
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
8 S-1	Additional Funds	\$ 3,500.00
8 S-2	Returning Unused Funds to Contingency	\$ (635.48)
9	Relocate Existing Pole Gate	\$ 4,242.00
10	Various Electrical Changes	\$ 39,600.00
10 S-1	Additional Funds	\$ 10,505.00
10 S-2	Determination of Zero Days to Schedule	\$ 0.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00

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12 S-1	Additional Funds	\$ 2,000.00
12 S-2	Additional Funds for Water Payment	\$ 3,000.00
12 S-3	Returning Unused Funds to Contingency	\$ (2,476.57)
13	Dispute Resolution Advisor	\$ 15,000.00
13 S-1	Returning Unused Funds to Contingency	\$ (14,250.00)
14	Cable Railing for Headwalls and Wing-Walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
15 S-1	Returning Unused Funds to Contingency	\$ (21,952.95)
16	VECP for Retaining Wall Elimination	\$ (65,686.51)
16 S-1	VECP Final Savings Determination	\$ (27,850.00)
17	Transition Barrier Railing at BNSF R/W	\$ 5,263.25
18	Curb and Gutter Near Edison Pole	\$ 30,000.00
18 S-1	Returning Unused Funds to Contingency	\$ (27,836.18)
19	Chain Link Fence Details on Bridge	\$ 1,050.50
20	Bridge Deck Profilograph	\$ 1,540.00
21	Accelerated Weekend Work	\$ 88,279.00
21 S-1	Returning Unused Funds to Contingency	\$ (22,124.51)
21 S-2	Deferred Time – Zero Working Days Added	\$ 0.00
22	Increase in Temporary Striping and Potholing	\$ 16,715.50
23	Modify Existing Industrial Pkwy for Frontage Road	\$ 45,055.50
23 S-1	Additional Funds	\$ 71,141.00
23 S-2	Additional Funds	\$ 25,000.00
23 S-3	Returning Unused Funds to Contingency	\$ (3,040.96)
23 S-4	Deferred Time – Zero Working Days Added	\$ 0.00
24	Temporary Electrical	\$ 3,380.00
25	Modifications to Denny's Temporary Driveway	\$ 30,000.00
25 S-1	Additional Funds	\$ 1,620.00
25 S-2	Additional Funds	\$ 32,732.00
25 S-3	Returning Unused Funds to Contingency	\$ (15,570.86)
26	BNSF Roadway Removals	\$ 40,263.00
26 S-1	Additional Funds	\$ 10,000.00
26 S-2	Returning Unused Funds to Contingency	\$ (6,026.32)
27	Traffic Signal Loops	\$ 3,025.00
27 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
29	DG Walk, Swale and AC Dike changes near UPRR	\$ 3,530.00
29 S-1	Returning Unused Funds to Contingency	\$ (789.34)
30	Pavement Delineation on Industrial Parkway	\$ 4,540.00
30 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
31	Apprentice Training	\$ 4,800.00
31 S-1	Returning Unused Funds to Contingency	\$ (3,037.60)
32	Roadside Signs on Street Light Poles	\$ (230.00)
33	Modify Pole Gate	\$ 527.00
33 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
34	Additional Shoulder Stripe	\$ 2,431.00
34 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
35	Walters Driveway Wheelchair Ramps	\$ 10,000.00
35 S-1	Deferred Time – 27 Working Days Added	\$ 0.00
36	Bid Item No. 11 Price Adjustment	\$ 1,410.25
36 S-1	Deferred Time – Zero Working Days Added	\$ 0.00

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37	Bid Item Cost Adjustment for Final Payment	\$ (14,756.16)
38	RE Office Lease Extension	\$ 6,111.00
38 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
39	Slurry Seal Roadway	\$ 15,028.00
39 S-1	Additional Funds for Pavement Report	\$ 3,636.88
40	Claim Payment for Grading work; Exception to PFE	\$ 1,432.30
CCO TOTAL		\$ 518,866.43
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

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
3 S-1	Additional Funds	\$ 13,385.35
3 S-2	Additional Funds	\$ 3,934.77
3 S-3	Decrease in Funds	\$ (1,395.92)
4	Partnering	\$ 15,000.00
4 S-1	Decrease in Funds	\$ (2,676.83)
5	Dispute Review Board	\$ 15,000.00
5 S-1	Decrease in Funds	\$ (153.35)
6	Graffiti Removal	\$ 4,000.00
6 S-1	Decrease in Funds	\$ (3,309.76)
7	Removal of Man-Made Buried Object	\$ 10,000.00
7 S-1	Decrease in Funds	\$ (572.40)
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$ 3,000.00
8 S-1	Additional Funds	\$ 4,635.53
8 S-2	Additional Funds	\$ 11,517.60
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$ 19,435.00
9 S-1	Additional Funds	\$ 7,430.43
9 S-2	Additional Funds	\$ 8,584.51
9 S-3	Additional Funds	\$ 851.24
10	Shared Maintenance of SWPPP Components	\$ 15,000.00
10 S-1	Decrease in Funds	\$ (9,598.41)
11	Roadway Repairs Caused by Public Traffic	\$ 5,000.00
11 S-1	Decrease in Funds	\$ (4,150.47)
12	Maintain Existing Planting and Irrigation Systems	\$ 10,000.00
12 S-1	Supplement #1 to CCO #12	\$ 16,000.00
12 S-2	Additional Funds	\$ 20,000.00
12 S-3	Additional Funds	\$ (4,975.92)
13	Modify Drainage Detail #11	\$ 4,607.18
14	Restriping Tippecanoe Avenue and Anderson Street	\$ 16,809.40
14 S-1	Traffic Control Plan for Restriping	\$ 1,310.00
14 S-2	Decrease in Funds	\$ (5,200.00)
14 S-3	Decrease in Funds	\$ (852.61)
15	Disposition of ADL Soil	\$ 137,620.00

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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
15 S-5	Time Extension and TRO Costs	\$ 44,607.30
15 S-6	Final Determination of ADL Costs	\$ 85,000.00
15 S-7	Decrease in Funds	\$ (41,534.47)
16	Increase/Decrease in Retaining Wall Material	\$ 72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$ 51,786.28
16 S-2	Additional Quantities for Retaining Wall Material	\$ 14,200.00
17	Temporary Fiber Optic Change	\$ 20,554.27
18	Modify Drainage Detail 18A and 18D	\$ (1,386.69)
18 S-1	Additional Funds	\$ 271.69
18 S-2	Additional Funds	\$ 723.56
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$ 7,000.00
19 S-1	Decrease in Funds	\$ (903.97)
20	Maintain Existing Electrical Systems	\$ 15,000.00
20 S-1	Additional Funds	\$ 29,917.67
20 S-2	Additional Funds	\$ 6,580.62
20 S-3	Additional Funds	\$ 5,467.73
21	Elimination of Item #51	\$ (3,000.00)
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
25 S-1	Decrease in Funds	\$ (2,918.72)
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$ 0.00
26 S-1	Date Adjustment for Weekend Closure	\$ 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
27 S-4	Cancellation of S-3 due to scope of CCO No. 47	\$ 0.00
27 S-5	Additional Funds	\$ 84,909.69
28	Mitigation of Low R-Values Outside ADL Section	\$ 80,000.00
28 S-1	Additional Funds	\$ 6,826.46
28 S-2	Additional Funds	\$ 1,254.65
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$ 32,000.00
29 S-1	Decrease in Funds	\$ (8,299.40)
30	Pedestrian Push Button Assembly	\$ 5,000.00
30 S-1	Decrease in Funds	\$ (789.96)
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
32 S-1	Decrease in Funds	\$ (1,538.50)
33	Replacement of Concrete Curb on Street and Off-Ramp	\$ 3,684.00
33 S-1	Additional Funds	\$ 1,651.85
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

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Attachment: MVSS CCO Log (2475 : Construction Contract Change Orders MVSS1602)

35 S-1	Additional Funds	\$ 16,000.00
35 S-2	Additional Funds	\$ 10,331.48
35 S-3	Additional Funds	\$ 3,459.50
35 S-4	Additional Funds	\$ 23,983.20
36	Modify Existing Irrigation System	\$ 0.00
36 S-1	Additional Funds	\$ 14,300.00
37	Additional Material, Equipment, Labor, TC, Etc. Weekend Work	\$ 12,399.45
37 S-1	Additional Funds	\$ 735.48
37 S-2	Additional Funds	\$ 47,550.01
38	Additional Cold Plane AC	\$ 780.00
38 S-1	Additional Funds	\$ 4,000.00
39	Contingency Temporary Striping	\$ 20,638.00
39 S-1	Decrease in Funds	\$ (1,000.00)
40	Drainage Behind RW 220	\$ 5,000.00
40 S-1	Additional Funds	\$ 1,000.00
40 S-2	Decrease in Funds	\$ (589.44)
41	Electrical Work Stage 3	\$ 10,000.00
41 S-1	Specification Changes	\$ 0.00
41 S-2	Additional Funds	\$ 3,931.73
41 S-3	Rescind Time Extension	\$ 0.00
42	Removal of Tree Stump	\$ 2,000.00
42 S-1	Decrease in Funds	\$ (1,700.00)
43	Addition of One Non-Compensable Day	\$ 0.00
44	Barrier Rail Removal	\$ 3,635.21
45	Temporary Delineation Maintenance	\$ 3,500.00
46	Additional Depth of Rock Blanket	\$ 9,402.94
46 S-1	Decrease in Funds	\$ (57.79)
47	Final Resolution Regarding Project Delays, TRO, LD's	\$ 208,318.36
48	NOPC No. 14 Resolution	\$ 10,890.38
49	Bid Item Overrun/Underrun Final Adjustment	\$ (60,546.48)
49 S-1	Additional Adjustments	\$ (2,734.50)
49 S-2	Additional Adjustments	\$ (2,477.81)
50	Extended Rental of RE Office	\$ 11,547.65
51	Apprentice Training	\$ 5,940.40
68	Increase of Bid Item No. 188	\$ 10,074.00
CCO TOTAL		\$ 1,731,956.59
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,206,154.20

I-10 Tippecanoe Avenue Phase II – Executed Change Orders		
Number	Description	Amount
1	Delete Paleontological Resources from Special Provisions	\$ 0.00
2	Revise Special Provisions Section “Work Around Parcel”	\$ 0.00
3	Maintain Traffic	\$ 50,000.00
4	Partnering	\$ 35,000.00
5	Dispute Review Board	\$ 15,000.00
7	Landscaping Repairs	\$ 2,300.00
8	Tree Removal	\$ 6,750.00
9	Strom Water Maintenance	\$ 19,400.00

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10	Buried Man-made Objects	\$ 10,000.00
11	Sign Quantities, Flashing Beacon & Sign Foundation Modifications	\$ 38,089.58
10 S-1	Additional Funds	\$ 20,000.00
12	Placement of Suitable Embankment Material Westbound Off-ramp	\$ 60,000.00
12 S-1	Additional Funds	\$ 75,000.00
13	Replace Paving at Conejo & Lee	\$ 5,000.00
14	Plans & Specs Clarification for Bakers Parking Lot	\$ 0.00
15	Casing for Sound Wall CIDH Pile	\$ 5,000.00
16	Realignment of Drainage System No. 13	\$ 5,000.00
16 S-1	Additional Funds	\$ 3,500.00
17	Driveway Access at 1205 Coulston	\$ 17,177.50
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
18 S-1	Staging Modifications	\$ 0.00
19	Asphalt Binder Adjustment for RHMA Mix Design	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
20 S-1	Decrease in conduit and pull boxes	\$ (5,300.00)
21	Apprentice Training Program	\$ 6,400.00
22	Grade Transition at Coulston and Conejo	\$ 25,000.00
23	K-Rail & Crash Cushion	\$ 3,025.00
24	Temporary Pavement Repairs W/B On-Ramp	\$ 8,000.00
25	Maintain Existing and Temporary Electrical Systems	\$ 50,000.00
26	Remove Tree at Del Taco	\$ 5,000.00
26 S-1	Additional Funds for trees at Lee Street	\$ 5,000.00
28	Relocate Water Meters and Gas Meter	\$ 12,000.00
28 S-1	Additional Funds	\$ 41,219.83
29	Curb Wall and Hand Railing	\$ 57,973.30
31	Increase in Bid Item Costs	\$ 13,164.12
31 S-1	Additional Funds	\$ 1,723.04
31 S-2	Additional Funds	\$ 1,420.07
32	Repair Damage by Others	\$ 2,000.00
33	Relocate BK Subs Sign	\$ 14,630.21
34	Install Copper Irrigation Service Line In-lieu of PVC Pipe	\$ 3,569.00
34 S-1	Additional Funds	\$ 8,818.95
34 S-2	Additional Funds	\$ 8,818.95
37	AC Paving Transition at Back of New Sidewalk	\$ 8,000.00
40	Electrical Pull Box Wire Theft Deterrent	\$ 1,000.00
41	Rebar Couplers for Bridge Deck Closure Pour	\$ 35,000.00
42	Reinstalling Bakers Drive Thru Parking Lot Items	\$ 10,000.00
CCO TOTAL		\$ 678,679.55
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,583,771.87

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 S-1	Maintain Existing Electrical	\$ 20,000.00
4	Man-Made Buried Objects	\$ 80,000.00

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4 S-1	Man-Made Buried Objects	\$ 40,000.00
5	Extended Underground Utilities at Oliver Holmes	\$ 15,446.68
6	Maintain Traffic	\$ 20,000.00
6 S-1	Maintain Traffic	\$ 20,000.00
7	Partnering	\$ 5,000.00
8	Dispute Review Board	\$ 10,000.00
8 S-1	Additional Funds	\$ 995.72
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
14 S-1	Additional Funds	\$ 19,571.63
14 S-2	Additional Funds	\$ 3,455.35
15	MSE Wall Design Methodology	\$ 0.00
16	Additional AT&T Work	\$ 25,500.00
17	16" Waterline Tie-In	\$ 12,700.00
18	SCE Utility Work Deduction	\$ (59,415.80)
19	Drainage Ditch at Club Center Drive	\$ 10,975.00
19 S-1	Additional Funds	\$ 4,298.31
19 S-2	Bypass Channel around Utility Improvements	\$ 9,217.43
19 S-3	Additional Funds	\$ 882.13
19 S-4	Additional Funds	\$ 896.93
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 S-1	Temporary Sewer Tie-In	\$ 40,000.00
23	Temporary Sewer Tie-In	\$ 37,000.00
23 S-1	Temporary Sewer Tie-In	\$ 50,000.00
24	Decatur Irrigation Rebuild	\$ 15,000.00
25	Striping Changes	\$ 0.00
26	Moving Jacking Pit	\$ 10,000.00
26 S-1	Moving Jacking Pit	\$ 30,000.00
27	Hunts Lane 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
34	Additional Sewer Manhole	\$ 8,900.00
43	Plant Establishment Type Change	\$ 0.00
45	Additional Working Day's for Jack and Bore	\$ 0.00
45 S-1	Additional Working Day's	\$ 0.00
45 S-2	Additional Funds for SWPP & Field Office Rent	\$ 7,474.25
45 S-3	Additional Funds for SWPP & Field Office Rent	\$ 640.65
47	Additional Type CF Service Cabinet	\$ 3,520.00
48	Landscaping Reduction	\$ 6,526.20
49	Closure Panels at MSE Wall and Bridge	\$ 0.00
50	Shorter Street Light Under Edison Lines	\$ 3,299.25

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51	Profile Bridge Deck	\$ 2,500.00
52	Deletion of Cross Gutter	\$ 0.00
53	Drain Inlet for Adjacent Properties	\$ 6,500.00
54	Additional Potholing of Edison Facilities	\$ 15,000.00
54 S-1	Decrease of Funds	\$ (7,862.82)
55	Additional Chain Link Fence and Gates	\$ 7,150.00
55 S-1	Additional Funds	\$ 19,580.00
55 S-2	Additional Funds	\$ 6,110.17
55 S-3	Additional Funds	\$ 266.81
56	Removal of At-Grade Crossing Equipment	\$ 20,000.00
56 S-1	Additional Funds	\$ 11,533.66
57	Bollards	\$ 10,000.00
58	Redwood Fence Topper on Masonry Wall	\$ 7,565.80
59	Pavement Markings and Crosswalk Deletion	\$ 3,418.80
61	Thief-Proof Access Panels on Light Standards	\$ 411.72
62	Additional Traffic Safety Items	\$ 10,000.00
62 S-1	Additional Funds	\$ 15,869.97
64	Irrigation System Increase due to Water Meter Locations	\$ 9,780.00
65	Decatur Center Landscaping Payment	\$ 4,002.90
66	Fencing Along UPRR Easement	\$ 7,320.00
69	Superior Truck Company Gate Payment	\$ 5,500.00
71	Settlement of NOPC No. 3	\$ 86,357.51
72	Colton Electric Facility Protection	\$ 3,000.00
73	Settlement of NOPC No. 2	\$ 0.00
74	Settlement of NOPC No. 5	\$ 8,692.46
75	Settlement of NOPC No. 6	\$ 32,929.10
76	Settlement of NOPC No. 7	\$40,145.13
77	Settlement of NOPC No. 4	\$ 0.00
78	Settlement of Deferred Time – 79 Additional Working Days	\$ 0.00
79	Settlement of NOPC No. 11	\$ 9,474.52
80	Settlement of Exception to PFE (Service Splices)	\$ 6,725.00
81	Settlement of Exception to PFE (Additional Irrigation)	\$ 5,078.00
82	Re-grading Trench for 16" Water Line	\$ 6,104.48
83	Cement Slurry Red Dye	\$ 2,095.16
84	Additional Electrical Work	\$ 2,191.77
85	Fire Hydrant Relocation & Additional Sewer Manhole	\$ 25,000.00
86	Damage Repairs from Traveling Public	\$ 7,888.13
87	West Colony Community HOA Settlement	\$ 4,400.00
CCO TOTAL		\$ 1,046,562.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

I-10 Riverside Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Project Deficiencies Repairs	\$ 2,500.00
CCO TOTAL		\$ 2,500.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 295,226.10

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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
7 S-1	Additional Funds	\$ 87,122.00
8	36" Casing – Waterline	\$ 86,535.00
9	Dispute Review Board	\$ 22,500.00
10	Different in Cost 750mm Wire in Lieu of 500mm	\$ 4,000.00
10 S-1	Additional Funds	\$ 4,000.00
10 S-2	Additional Funds	\$ 15,000.0
11	Increase Depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
13	Protecting and Repairing Underground Facilities	\$ 5,000.00
13 S-1	Additional Funds	\$ 5,000.00
13 S-2	Additional Funds	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
19 S-2	Additional Funds	\$ 3,673.05
21	Miller's Honey Stairs, Ramps and Parking Lot Modifications	\$ 12,160.00
24	Irrigation Back-flow Substitution	\$ 0.00
30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00
32	Differing Site Conditions – Piling	\$ 20,000.00
32 S-1	Additional Funds	\$ 90,000.00
32 S-2	Additional Funds	\$ 50,000.00
33	3' Wide Pavement Transition	\$ 10,800.00
33 S-1	Additional Funds	\$ 5,000.00
35	Revised Hot Mixed Asphalt Specifications	\$ 0.00
36	Crude Oil Price Index Fluctuation	\$ 40,000.00
37	AT&T Relocations Additional Work	\$ 7,000.00
38	Striping and Bumpers in TCI Back lot	\$ 7,470.00
39	Additional Remotes for TCI Automatic Gate	\$ 3,937.64
40	Mobilization Costs due to Relocation Delays of waterline and AT&T	\$ 28,000.00
41	Revisions to Specs for Double Swing Gate	\$ 0.00
42	Temporary AC and Re-mob for Miller's Honey Paving	\$ 8,090.00
43	SWRCB Annual Permit	\$ 1,483.90
44	Retaining Curb on TCI Property	\$ 5,000.00
45	Cost to meet Right of Way Obligations	\$ 20,000.00
45 S-1	Additional Funds	\$ 30,000.00
46	BNSF Signal Bridge	\$ 14,000.00
47	Bridge Access Casings	\$ 30,350.00
48	Additional Earthwork Mobilization for BNSF Work	\$ 25,000.00
50	10-inch Wall at Retaining Wall No. 2	\$ 50,000.00
50 S-1	Additional Funds	\$ 50,000.00
51	Planter Walls at Adjacent Properties	\$ 16,000.00

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51 S-1	Additional Funds	\$ 21,700.00
52	Extend Bridge Concrete Barrier	\$ 4,000.00
53	Supports for Temporary BNSF Overhead Signal Cables	\$ 130,815.65
53 S-1	Decrease Funds	\$ (68,961.20)
55	Additional Ballast/Sub-Ballast	\$ 54,294.45
56	BNSF Signal Cable Trenching	\$ 11,630.00
57	Profilograph Work on Access Bridge	\$ 3,000.00
59	Additional Form Liners	\$ 52,690.18
60	Bid Item Adjustments to Eliminate 4" Elevation Difference	\$ 7,041.30
61	Form Liner Specification Change	\$ 0.00
CCO TOTAL		\$ 1,381,951.75
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

SR-210 Segment 8 Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Slope Erosion Control Measures	\$ 15,000.00
2	Replace Remote Control Valve Solenoids	\$ 5,299.90
CCO TOTAL		\$ 20,299.90
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 199,918.60

SR-210 Segment 11 Landscaping – Executed Change Orders		
Number	Description	Amount
2	Install Roadside Signs	\$ 1,955.96
3	Water Meter Fee Adjustment	\$ 41,729.38
3 S-1	Additional Funds	\$ 6,515.39
4	Locate Existing Crossovers	\$ 30,000.00
4 S-1	Returning Unused Funds to Contingency	\$ (3,429.76)
5	Install Irrigation Crossovers	\$ 40,000.00
5 S-1	Install Irrigation Crossovers	\$ 5,965.81
6	Traffic Control	\$ 5,000.00
6 S-1	Additional Funds	\$ 1,181.90
7	Install Wireless Communication	\$ 7,237.60
7 S-1	Additional Funds	\$ 5,342.31
7 S-2	Additional Funds	\$ 2,944.19
8	Repair Slipped Slope	\$ 64,844.08
8 S-1	Addition of 10 Working Days to Contract Time	\$ 0.00
8 S-2	Returning Unused Funds to Contingency	\$ (15,446.49)
9	Remove Man-Made Objects	\$ 10,000.00
9 S-1	Additional Funds	\$ 3,829.89
10	Wildflower Seed Change	\$ 0.00
11	Rock Blanket and V-Ditch	\$ 80,000.00
12	Pothole Paving	\$ 33,378.72
13	Additional 1.5" Electrical Conduit	\$ 8,971.96
13 S-1	10% Markup on Subcontractor Electrical work	\$ 987.20
14	Shared Cost for Fiber Optic Repairs	\$ 950.00
15	Slope Paving Repairs	\$ 12,000.00
15 S-1	Returning Unused Funds to Contingency	\$ (939.09)

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16	Bid Item Overrun/Underrun Final Adjustment	\$ 36,441.15
17	Replace Frost Damaged Plants	\$ 7,500.00
17 S-1	Additional Funds	\$ 908.21
18	Three (3) Additional Work Days	\$ 0.00
CCO TOTAL		\$ 387,868.41
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 445,031.83

SR-210 Segment 9 & 10 Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Irrigation Controller Repair	\$ 616.43
2	Additional Irrigation Controller Repair	\$ 1,019.17
3	Repair Leaking Backflow and Meter	\$ 1,500.00
CCO TOTAL		\$ 3,135.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 295,226.10

I-215 Segment 1 & 2 Project – Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$ 100,000.00
001 – S1	Traffic Control – Additional Funds	\$ 100,000.00
001 – S2	Traffic Control – Additional Funds	\$ 150,000.00
001 – S3	Traffic Control – Additional Funds	\$ 100,000.00
001 – S4	Traffic Control – Additional Funds	\$ 125,000.00
001 – S5	Traffic Control – Additional Funds	\$ 250,000.00
001 – S6	Traffic Control – Additional Funds	\$ 205,000.00
001 – S7	Traffic Control – Additional Funds	\$ 7,610.13
001 – S8	Traffic Control – Additional Funds	\$ 15,313.38
001 – S9	Traffic Control – Additional Funds	\$ 3,750.07
002	Establish a Dispute Review Board	\$ 35,000.00
002 – S1	Establish a Dispute Review Board – Additional Funds	\$ 913.78
002 – S2	Establish a Dispute Review Board – Additional Funds	\$ 187.50
003	Establish a Partnering Training Workshop	\$ 50,000.00
004	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation	\$ 230,000.00
004 – S1	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 100,000.00
004 – S2	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 300,000.00
004 – S3	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 210,000.00
004 – S4	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 50,000.00
005	Maintain Existing Electrical	\$ 50,000.00
005 – S1	Maintain Existing Electrical – Additional Funds	\$ 50,000.00
005 – S2	Maintain Existing Electrical – Additional Funds	\$ 75,000.00
005 – S3	Maintain Existing Electrical – Additional Funds	\$ 24,000.00
005 – S4	Maintain Existing Electrical – Additional Funds	\$ 95,000.00
005 – S5	Maintain Existing Electrical – Additional Funds	\$ 145,000.00
005 – S6	Maintain Existing Electrical – Time Deferment, 4 Days	\$ 0.00

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006	Sound Wall Block Detail Revision	\$ 0.00
007	Architectural Treatment Test Panel Size Revision	\$ 0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$ 6,000.00
009	SWPPP Maintenance	\$ 100,000.00
009 – S1	SWPPP Maintenance – Additional Funds	\$ 950,000.00
009 – S2	SWPPP Maintenance – Additional Funds	\$ 395,000.00
009 – S3	SWPPP Maintenance – Additional Funds	\$ 250,000.00
009 – S4	SWPPP Maintenance – Additional Funds	\$ 9,100.31
010	Utility Potholing	\$ 10,000.00
010 – S1	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S2	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S3	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S4	Utility Potholing – Additional Funds	\$ 20,000.00
011	Buried Man-Made Object	\$ 20,000.00
011 – S1	Buried Man-Made Object – Additional Funds	\$ 30,000.00
011 – S2	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S3	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S4	Buried Man-Made Object – Additional Funds	\$ 49,000.00
011 – S5	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S6	Buried Man-Made Object – Additional Funds	\$ 95,000.00
011 – S7	Buried Man-Made Object – Time Deferment	\$ 0.00
011 – S8	Buried Man-Made Object – Additional Funds	\$ 2,594.59
012	Provide Access Control Fence	\$ 50,000.00
014	Optional Steel Pipe Pile Specification	\$ 0.00
015	Modify 13 th Street Off-Ramp	\$ 83,325.00
016	Change to Precast Girders at Redlands Loop	\$ 0.00
017	Temporary Fiber Optic	\$ 12,605.00
018	Repair Roadway	\$ 25,000.00
018 – S1	Repair Roadway – Additional Funds	\$ 25,000.00
018 – S2	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S3	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S4	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S5	Repair Roadway – Additional Funds	\$ 125,000.00
018 – S6	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S7	Repair Roadway – Additional Funds	\$ 59,608.04
018 – S8	Repair Roadway – Additional Funds	\$ 17,459.60
018 – S9	Repair Roadway – Additional Funds	\$ 0.00
018 – S10	Repair Roadway – Additional Funds	\$ 190.22
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$ 0.00
020	Realign DS #6	\$ 2,398.00
021	Shear Ring Alternate Welding Method	\$ 0.00
022	Temporary Chain Link Fence at Verizon Yard	\$ 9,500.00
023	Revise DS #20	\$ 9,239.00
024	Change Traffic Opening at 9 th Street	\$ 0.00
025	Revise RW 106W and DS #8, 13 and 100	\$ 15,390.02
026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00

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029 – S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$ 0.00
029 – S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$ 40,000.00
030	Modify Overhead Sign ‘H’ Values	\$ 13,258.64
030 – S1	Sign B New Foundation	\$ 51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 Southbound on Ramp	\$ 0.00
032	Right-of-Way Delay DS #100 2 nd Street	\$ 10,000.00
033	Modify DS #101 and 102 West of 9 th Segment 2	\$ 63,758.60
033 – S1	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 35,000.00
033 – S2	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 52,501.94
033 – S3	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 25,000.00
033 – S4	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 30,000.00
034	Modify DS #19 Segment 2	\$ 60,000.00
034 – S1	Modify DS #17 and #19 Segment 2	\$ 51,453.50
034 – S2	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 95,000.00
034 – S3	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 16,007.92
034 – S4	Modify DS #17 and #19 – Time Deferment	\$ 0.00
035	Change incandescent ‘Meter On’ Sign	\$ 2,547.55
036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 – S1	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 50,000.00
042 – S2	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 27,000.00
042 – S3	Southbound I-215 Detour North of 16 th Street – Time Deferment	\$ 0.00
043	Revise Retaining Wall 242B, Add 242C	\$ 112,324.75
044	Third Street Train Mural	\$ 4,925.49
045	Right-of-Way Delay for DS #100 at 3 rd Street Power Pole	\$ 4,182.99
047	Baseline Abutment 1 Right-of-Way Delays Due to BNSF Cables	\$ 55,000.00
047 – S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00
049	Frame Roadside Signs	\$ 3,066.90
049 – S1	Additional Framed Signs	\$ 1,482.69
050	Change the Sta. for Abutment 1 and 7 16 th Street	\$ 0.00
051	TCE at ARCO Station at Baseline and H Street	\$ 0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$ 0.00
053	Service Conduits for SCE Service Connections	\$ 23,218.32
054	Revise Vertical Drop Connection	\$ 0.00
055	Clean Out Storm Drain at 9 th Street	\$ 4,200.00
056	Revise DS #4, 6 and 84	\$ 5,841.20
057	Graffiti Removal	\$ 20,000.00
057 – S1	Graffiti Removal – Additional Funds	\$ 50,000.00
057 – S2	Graffiti Removal – Additional Funds	\$ 25,000.00
057 – S3	Graffiti Removal – Additional Funds	\$ 75,000.00
058	Salvage Vehicle Detection System	\$ 15,000.00
059	Reduce ADL Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00

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062	New SWPPP Permit Requirements	\$ 160,665.00
062 – S1	New NPDES Permit – Order No. 2009-0009-DWG	\$ 574,911.32
062 – S2	New NPDES Permit – Order No. 2009-0009-DWG	\$ 55,024.95
062 – S3	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 113,909.31
062 – S4	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline Street OC/OH	\$ 15,000.00
064	Right-of-Way Obligations	\$ 25,000.00
064 – S1	Right-of-Way Obligations – Additional Funds	\$ 25,000.00
064 – S2	Right-of-Way Obligations – Additional Funds	\$ 49,000.00
064 – S3	Right-of-Way Obligations – Additional Funds	\$ 86,000.00
064 – S4	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S5	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S6	Right-of-Way Obligations – Additional Funds	\$ 90,000.00
064 – S7	Right-of-Way Obligations – Additional Funds	\$ 27,650.95
064 – S8	Right-of-Way Obligations – Additional Funds	\$ 976.41
065	Remove Existing Storm Drain 62A	\$ 6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$ 90,105.80
067	5 th Street Southbound Off-Ramp Acceleration	\$ 50,000.00
068	Modify Drainage Systems	\$ 100,000.00
068 – S1	Modify Drainage Systems – Additional Funds	\$ 90,000.00
068 – S2	Modify Drainage Systems – Additional Funds	\$ 85,000.00
068 – S3	Modify Drainage Systems – Additional Funds	\$ 250,000.00
064 – S4	Modify Drainage Systems – Additional Funds	\$ 120,000.00
068 – S5	Modify Drainage Systems – Additional Funds	\$ 60,000.00
068 – S6	Modify Drainage Systems – Additional Funds	\$ 75,000.00
068 – S7	Modify Drainage Systems – Time Deferment	\$ 0.00
069	Stage Construction 4 th Through 6 th	\$ 95,000.00
069 – S1	Stage Construction 4 th Through 6 th – Additional Funds	\$ 50,000.00
069 – S2	Stage Construction 4 th Through 6 th – Additional Funds	\$ 40,625.22
069 – S3	Stage Construction 4 th Through 6 th – Time Deferment	\$ 0.00
070	Temporary Paving Under 259	\$ 145,927.00
070 – S1	Additional Funds	\$ 53,858.01
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00
072	Move Gore North for 215/259	\$ 40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$ 0.00
074	Move SCE Connection at 5 th Street	\$ 30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$ 11,530.90
076	Delete Shiner on Retaining Walls, Segment 1	\$ 0.00
077	Modify Drainage Systems G1 to G2 Types	\$ 38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$ 18,890.32
079	Revised Staging Northbound 2 nd Street Off-Ramp – 2 nd Lane Addition	\$ 25,000.00
079 – S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street Bridge	\$ 2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$ 39,480.00
083	Revised SCE Connection Points	\$ 5,358.47
083 – S1	Revised SCE Connection Points – Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-	\$ 1,630,850.00

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	Ramp	
084 – S1	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp – Additional Funds	\$ 75,000.00
084 – S2	Additional Funds for the BAS Rental Property	\$ 1,343.54
085	Revise DS #38 Callouts	\$ 0.00
086	Chain Link Railing Fabric Color Change	\$ 64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$ 25,000.00
088	Remove Contaminated Material at RW136	\$ 50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$ 75,212.00
090	Electrical Change 2 nd and I Street and 9 th and H Street	\$ 9,499.00
091	Southbound Transition Segment 5 into Segment 2	\$ 75,000.00
091 – S1	Southbound Transition Segment 5 into Segment 2 – Additional Funds	\$ 60,000.00
092	Premium Time for Baseline and H Street Intersection	\$ 25,000.00
092 – S1	Additional Funds	\$ 1,306.16
093	Relocate Signal at South East Corner of 2 nd Street and Southbound On-Ramp	\$ 18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd and 3 rd Street)	\$ 34,345.28
095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 2	\$ 14,732.00
098	Eliminate BI #184 Prepare and Paint Concrete Median Barrier Surfaces	\$ (65,590.00)
099	DS #100 Verizon Utility Conflict	\$ 24,000.00
099 – S1	DS #100 Verizon Utility Conflict – Additional Funds	\$ 86,394.57
100	Expansion Deflection Couplers at Baseline	\$ 2,415.35
101	Remove PCCP at South End of Project	\$ 85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	\$ (262,800.00)
103	Traffic Signal Modification at 5 th Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 – S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19
107	Sound Wall No. 1 Extension	\$ 144,330.00
107 – S1	Settlement of NOPC NO. 18 – Addition of Sound Wall No. 122	\$ 50,000.00
108	Underdrain at Wall 116W	\$ 40,540.00
109	Move SE-22 Crossing North for 5 th Street Southbound Off-Ramp	\$ 9,438.14
109 – S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$ 15,346.41
110	Column Casing Specification Changes	\$ 0.00
111	Contour Grading at 5 th Street and BNSF Rail Road	\$ 30,000.00
111 – S1	Contour Grading at 5 th Street and BNSF Rail Road – Additional Funds	\$ 20,000.00
111 – S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way	\$ 40,000.00
111 – S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way – Time Deferment	\$ 0.00
112	Install Type ‘D’ Bike Loops	\$ 16,925.08
113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 – S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound Baseline On and Off-Ramp Isolation Casing Revisions	\$ 18,848.42

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115	Alternative Anchorage Bridge Mounted Signs	\$ 0.00
116	Intentionally Roughening the Bridge Stems	\$ 0.00
117	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets	\$ 5,000.00
117 – S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 5,000.00
117 – S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 64,836.00
121	Pull Box Anti-Theft Installation	\$ 40,000.00
121 – S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$ 95,000.00
121 – S2	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 10,000.00
121 – S3	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 50,000.00
121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 – S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$ 40,000.00
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
129 – S2	Polyester Concrete Overlay at Rialto Avenue Bridge – Time Deferment	\$ 0.00
130	Slope Paving at 16 th Street	\$ 17,118.80
130 – S1	Settlement of NOPC No. 29 – Barrier at Trenton	\$ 9,000.00
131	Settlement of NOPC No. 7 – Settlement Embankment	PENDING
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$ 24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$ 125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$ 106,387.57
134 – S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$ 18,968.36
135	City Work at Baseline Street	\$ 25,000.00
136	Adjustment of Temporary Construction Entrances	\$ 106,000.00
136 – S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 77,000.00

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136 – S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 42,000.00
137	Ramp Metering System Loop Detection Changes	\$ 19,325.87
138	Pillow Wall Removal at Baseline	\$ 18,180.00
139	Drainage Changes as DS #72, Add DS #151 at SR259, Segment 2	\$ 44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$ 31,921.00
141	Temporary Bracing for 3 rd Street Over Crossing	\$ 10,000.00
142	Sound Wall No. 126C Barrier Texture	\$ 4,492.00
142 S-1	Add Texture to Concrete Barrier Type 736S at SW126A	\$ 11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$ 68,000.00
144	Settlement of NOPC No. 16-P30 End Anchors and Transition Slabs	\$ 65,247.50
145	Sound Wall No. 126C Alignment Change	\$ 20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$ 137,000.00
147	Removal of Underground Storage Tank at RW109E	\$ 30,000.00
148	Northbound Transition Stage 3B on ‘P’ Line	\$ 89,013.99
148 – S1	Northbound Transition Stage 3B on ‘P’ Line – Adjustment of Compensation	\$ 2,192.49
149	BI #16 Construction Area Signs	\$ (33,120.00)
150	Roadside Signs	\$ 74,290.00
150 – S1	Roadside Signs – Time Deferred	\$ 0.00
151	Temporary Sign Panel Overlay NB BMS 9 th and Baseline	\$ 13,200.00
152	Removal of Asbestos Pipe – Baseline Street to SB215 On-Ramp	\$ 15,000.00
153	Revisions to Bridge Mounted Signs at 9 th and Baseline Street	\$ 228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$ 24,330.00
154 – S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$ 5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	\$ 172,473.82
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$ 9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$ 21,066.00
157 – S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 and 5	\$ 30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$ 99,000.00
158 – S1	“5SE” Gore Modification	\$ 20,000.00
158 – S2	“5SE” Gore Modification – Additional Funds	\$ 30,000.00
158 – S3	“5SE” Gore Modification – Time Deferment	\$ 0.00
158 – S4	“5SE” Gore Modification – Additional Funds	\$ 9,629.13
158 – S5	“5SE” Gore Modification – Additional Funds	\$ 4,599.32
159	Modify DS #8(qq) Inlet	\$ 5,461.40
160	Modify Barrier at Retaining Wall 108E	\$ 20,000.00
161	Irrigation Crossover at Northbound Highland Avenue Off-Ramp	\$ 24,000.00
161 – S1	Irrigation Crossover at Northbound Highland Avenue Off-Ramp – Additional Funds	\$ 174.27
162	Eliminate Jacking for 2 nd Street UC and 3 rd Street UC for Stage 3B	\$ (10,000.00)
163	City Water Meter Change and Adjustment of Compensation	\$ (145,985.05)
163 – S1	Cost Adjustment to 40mm Water Meters	\$ 7,890.00
163 – S2	Delete Two Water Meters and BPA	\$ (23,072.29)
164	Modify DS #71(a)	\$ 2,775.15
165	Modify DS #103	\$ 13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$ 63,000.00
167	Settlement of NOPC NO. 21 – Pinning of K-Rails	\$ 30,000.00
168	Inefficiencies Due to OH Power Lines at Southbound Baseline On-Ramp	\$ 10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	\$ (12,000.00)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

170	Export Soil with Rubble to 13 th Street and H Street Site	\$ 45,000.00
170 – S1	Export Soil from Old 13 th Street Ramp Off Site	\$ 60,000.00
170 – S2	Additional Funds	\$ 115,965.86
171	Revise 3 rd Street Abutment 2 Footing	\$ 10,118.00
171 – S1	Revise 3 rd Street Abutment 2 Footing – Time Deferment Closure	\$ 0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$ 15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$ 11,519.59
173 – S1	Additional Soffit Lighting at 2 nd Street Bridge – Time Deferment	\$ 0.00
174	Settlement of NOPC NO. 22 – Temporary Lighting	\$ 20,000.00
175	Hubbard State Right-of-Way Adjustment	\$ 10,008.00
175 – S1	Concrete Barrier Right of ‘P’ Line	\$ 75,000.00
175 – S2	Time Deferment – 3 Days	\$ 0.00
175 – S3	Hubbard State Right-of-Way Adjustment – Time Deferment	\$ 0.00
175 – S4	Concrete Barrier Right of ‘P’ Line – Additional Funds	\$ 2,219.07
176	Delete Type 60G Barrier in Segment 1	\$ (7,000.00)
176 – S1	Delete Type 60G Barrier in Segment 1 – Time Deferment	\$ 0.00
177	Paint Sound Wall Cover Plates After Galvanizing	\$ 2,672.13
177 – S1	Paint Sound Wall Cover Plates After Galvanizing – Time Deferment	\$ 0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$ 35,660.00
178 – S1	Railing at ‘P’ Line and ‘R’ Line – Additional Funds	\$ 3,483.84
178 – S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$ 0.00
179	Strengthen Concrete Barrier Rail on ‘3NO’ Line	\$ 18,698.00
179 – S1	Strengthen Concrete Barrier Rail on ‘3NO’ Line – Time Deferment	\$ 0.00
180	Drainage Improvements at 3 rd Street and ‘3SE’ Line	\$ 15,000.00
180 – S1	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Additional Funds	\$ 10,000.00
180 – S2	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 – S1	New Sign Panels on Existing Sign Structures at 5 th Street OC – Time Deferment	\$ 0.00
182	Additional 60E Median Concrete Barrier	\$ 11,808.00
182 – S1	Additional 60E Median Concrete Barrier – Time Deferment	\$ 0.00
183	Location Change for Sign ‘H’ Segment 1	\$ 0.00
184	Sound Wall 134 Alignment Change	\$ (16,635.60)
185	Settlement of NOPC No. 12 – Track Monitoring at RW137	\$ 91,041.00
186	Payment for Barrier Mounted Signs	\$ 149,903.59
186 – S1	Payment for Barrier Mounted Signs – Time Deferment	\$ 0.00
187	Adjust Overhead Sign ‘Q’ at Baseline	\$ 45,000.00
187 – S1	Adjust Overhead Sign ‘Q’ at Baseline – Time Deferment	\$ 0.00
188	Block Out Around MBGR Posts Per New Standard	\$ 30,000.00
188 – S1	Block Out Around MBGR Posts Per New Standard – Additional Funds	\$ 70,000.00
188 – S2	Block Out Around MBGR Posts Per New Standard – Time Deferment	\$ 0.00
189	SR259 Median Removal and Tie-In	\$ 45,000.00
189 – S1	SR259 Median Removal and Tie-In – Additional Funds	\$ 14,333.28
189 – S2	SR259 Median Removal and Tie-In – Time Deferment	\$ 0.00
189 – S3	SR259 Median Removal and Tie-In – Additional Funds	\$ 10,293.26
190	Decrease Bid Item No. 110 – Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 – S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

192 – S1	Additional Drainage Swale Along BNSF Right-of-Way – Time Deferment	\$ 0.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 – S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 – S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 – Time Deferment	\$ 0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$ 15,000.00
195 – S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 – S1	Spandrel, Curb and Gutter North Side of 9 th and J Street – Time Deferment	\$ 0.00
196 – S2	Spandrel, Curb and Gutter North Side of 9 th and J Street – Additional Funds	\$ 6,158.27
197	ADA Requirements for Curb Ramps	\$ 30,000.00
197 – S1	ADA Requirements for Curb Ramps – Time Deferment	\$ 0.00
198	Delete Slope Paving at 16 th Street Bridge, Abut 7	\$ (26,152.50)
199	SR259 Cross Sections	\$ 75,000.00
199 – S1	SR259 Cross Sections – Time Deferment, 114 Days	\$ 0.00
199 – S2	Additional Funds	\$ 56,141.50
200	Adjust Bid Item No. 49 – Adjust Water Values to Grade	\$ (3,850.11)
201	Adjust Final Pay Items Nos. 137 and 216	\$ 20,506.90
202	Adjust Bid Item No. 53 – Remove Concrete Barrie (Type K)	\$ 267.75
202 – S1	Additional Funds	\$ 401.46
203	Adjust Bid Item No. 9 – Temporary Concrete Washout	\$ 12,815.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$ 3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$ 32,011.20
206	HMA QC/QA Incentive Adjustment	\$ 135,114.79
207	Increase Bid Item No. 8 – Temporary Gravel Bag Berm	\$ 34,065.60
208	Adjust Bid Item No. 46 – Remove Base and Surfacing	\$ (85,031.34)
209	Increase Bid Item No. 2 – Temporary Fence	\$ 8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$ 33,914.64
211	Decrease Bid Item Nos. 28, 191 and 252(F)	\$ (9,097.00)
212	Mulch Remedy	\$ 10,000.00
212 – S1	Mulch Remedy – Time Deferment, 4 Days	\$ 0.00
213	Increase Bid Item No. 254 and 255	\$ 119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$ 10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$ 4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	\$ (48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	\$ (466.40)
217 – S1	Adjust Bid Item No. 19 – Type III Barricade	\$ 466.40
218	Adjust Bid Item No. 182 – Install Sign (Strap and Saddle Bracket Meth.)	\$ (80,296.64)
219	Adjust Bid Item No. 52 – Remove Concrete (Sidewalk and Cross Gutter)	\$ 19,220.68
220	Adjustment to Increase and Decrease in Bid Items Used on Project	\$ 0.00
223	NOPC No. 19 Settlement	\$ 175,000.00
224	PFE Exceptions Settlement excluding Superior Gunite and Coffman	\$1,920,080.00
CCO TOTAL		\$ 19,395,427.28
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 22,471,980.00

Attachment: MVSS CCO Log (2475 : Construction Contract Change Orders MVSS1602)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

I-15 Baseline Interchange – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$ 50,000.00
1 S-1	Provide for Contractors Signature	\$ 0.00
2	Partnering	\$ 22,000.00
3	Dispute Review Board	\$ 15,000.00
4	Maintain and Repair Existing/Temporary Electrical	\$ 10,000.00
4 S-1	Provide for Contractors Signature	\$ 0.00
6	Repairs to Existing Irrigation System	\$ 26,247.00
7	Storm Water Pollution Prevention – Cost Sharing	\$ 50,000.00
8	Existing Landscaping & Irrigation Changes	\$ 10,000.00
10	Shotcrete Strength Change	\$ 0.00
11	Concrete Slurry behind Anchor Wall No. 2	\$ 12,000.00
12	Fire Plan	\$ 27,693.00
13	Apprentice Training	\$ 16,800.00
14	Buried Man-made Objects	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
16	Additional K-rail and Crash Cushion Array	\$ 17,970.00
18	RE Office; Additional Furniture & High-speed Internet	\$ 5,000.00
19	Revisions to CMP Schedule for Re-sequencing	\$ 0.00
21	Relocate 12” CVWD Line	\$ 32,200.00
23	Welded Steel Pipe Wall Thickness	\$ 16,808.60
26	Retaining Wall 385R Drainage System	\$ 15,000.00
CCO TOTAL		\$ 341,718.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

Attachment: MVSS CCO Log (2475 : Construction Contract Change Orders MVSS1602)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: *February 11, 2016*

Subject:

Budget Overview for Proposed Budget Fiscal Year 2016/2017

Recommendation:

Recommend the Metro Valley Study Session receive general overview of the proposed budget for Fiscal Year 2016/2017.

Background:

The budget overview presentation provides general information for each major program by the Valley and Mountain Desert areas.

Staff will provide a general overview of the Fiscal Year 2016/2017 budget for the Valley and Mountain/Desert areas at the February Board Metro Valley Study Session and Mountain/Desert Committee respectively. The overview will entail the following programs:

1. General Government
2. Environment and Energy Conservation
3. Commuter and Motorist Assistance
4. Regional and Subregional Planning
5. Transit and Passenger Rail
6. Major Projects Delivery
7. Fund Administration and Programming
8. Debt Service

The overview presentation will answer the following questions:

1. What are we doing this year?
2. What are we planning for next year?

Estimated revenues and detailed budgetary information for the various tasks in the proposed Fiscal Year 2016/2017 budget will be provided at the March General Policy Committee, Board Metro Valley Study Session, Commuter Rail and Transit Committee, and Mountain/Desert Committee meetings.

The general overview of the budget will be conducted each year prior to the completion of the budget document.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

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Financial Impact:

The budget overview has no financial impact on the Fiscal Year 2015/2016 budget, but is a component of the Fiscal Year 2016/2017 budget.

Reviewed By:

This item will be reviewed by the Mountain/Desert Committee on February 12, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016

Witnessed By:



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

Minute Action

AGENDA ITEM: 4

Date: February 11, 2016

Subject:

Quarterly Report through December 2015

Recommendation:

Receive the Major Projects Status Briefing for the period through December 2015.

Background:

The Major Projects Status Briefing for the period through December 2015 is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Major Projects Group.

Financial Impact:

No financial impact, information only.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors Metro Valley Study Session
 Date: February 11, 2016

Witnessed By:

Entity: CTA

Minute Action

AGENDA ITEM: 5

Date: *February 11, 2016*

Subject:

Interstate 215/Mount Vernon Ave Cooperative Agreement for Participation with Caltrans

Recommendation:

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

Approve Cooperative Agreement No. 16-1001441 with the California Department of Transportation (Caltrans) for participation in funding of Alternative 3 of the Interstate 215 (I-215) Mount Vernon/Washington Bridge Replacement Project in a fixed amount of \$2,411,290 in Measure I Valley Freeway Program funds for all phases of the project.

Background:

The purpose of this agenda item is to provide a lump sum of \$2,411,290 to fund certain improvements agreed to under a settlement of a lawsuit filed by the City of Colton against SANBAG and Caltrans. On July 2, 2014, the Board of Directors suspended the I-215 Mount Vernon Avenue/Washington Street Interchange Project (Mt. Vernon Interchange Project) until such time as the reconstruction of the interchange is needed to accommodate the ultimate I-215 widening or until an alternative funding source is identified. Subsequently, SANBAG was served with a Complaint on December 9, 2014, that had been filed by the City of Colton. In part, the Complaint alleged that SANBAG and/or Caltrans violated CEQA in suspending development of the I-215 Mt. Vernon/Washington Street Interchange Project.

The Washington Street Overcrossing Bridge, also described as the Mount Vernon/Washington Bridge, presently exists with a substandard vertical clearance and sustains hits to elements of the structure by tall trucks and loads travelling on I-215. For this reason, when the Mt. Vernon Interchange Project was suspended Caltrans initiated a project to correct the vertical clearance issue and to provide sufficient width to span the ultimate I-215 freeway configuration. Caltrans' proposed standard 94-foot wide bridge would not address any deficiencies of the local street operations. In an effort to settle the lawsuit, SANBAG staff independently analyzed the interchange for local operational improvements that could be coordinated along with the Caltrans project.

Results of the analysis revealed that the most significant improvement to be made would address the lack of storage for westbound travelers on Washington Street who desired to turn left onto the southbound I-215 entrance ramp. In this area the queue is sufficiently long that it extends into the adjacent through lane causing congestion and delay. To correct this deficiency it is recommended to lengthen the dual left turn pockets and extend one of the left turn pockets over the bridge. This improvement would widen the structure to 108-foot and increase the storage capacity on the local street and provide an acceptable level of service for the projected traffic volumes expected in the year 2040. Beyond that time and at some point in the future, this

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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108 foot bridge width could be restriped by the City to eliminate shoulders and reduce lane widths and add a full lane in each direction if necessary.

Staff requested and Caltrans agreed to include this alternative (Alternative 3) in Caltrans' Project Study Report so that should the City be satisfied with this option and desire to settle the lawsuit then SANBAG's Board could be given the option to participate in funding Alternative 3 associated with the increased bridge width. In June 2015, Caltrans approved a Project Study Report which included three alternatives: Alternative 1 - a "No-Build", Alternative 2 - a standard 94-foot wide bridge replacement, and Alternative 3 - a 108-foot wide bridge replacement. The unescalated 2015 costs for the alternatives were estimated to be \$0, \$25,685,000, and \$27,615,000, respectively. The costs were recently updated to include construction support of \$1.5M and a three percent escalation for five years bringing the two build alternative cost estimates to \$31,499,795 and \$33,991,085 for a difference of \$2,411,290. Participating in the funding ensures the full 108 foot bridge width and the extended left turn lane length provided in Alternative 3 will be included in the Caltrans project. If SANBAG declines to participate then Caltrans will proceed to study a bridge replacement option for the Washington Street Overcrossing which will solely focus on efficiently addressing vertical and horizontal clearance issues.

In the interest of settling the City of Colton's lawsuit, staff recommends approval of cooperative agreement 16-1001441 with Caltrans to participate in funding of Alternative 3 of the Washington Street Overcrossing Bridge project for a total of \$2,411,290 of Measure I Valley Freeway Program funds.

Financial Impact:

This item has no impact on the Fiscal Year 2015/2016 budget. The Agreement funding will be programmed in the Fiscal Year 2016/2017 budget.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001441 Amendment No.: _____ Vendor No.: 00456
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: I-215 Mt Vernon Funding Participation for Settlement of Law Suit by Colton
 Start Date: 07/01/2016 Expiration Date: 07/01/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 2,411,290.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,411,290.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,411,290.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/2016
 Board of Directors Action: Approve Agreement 16-1001441 with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: Contract Summary Sheet (2412 : I-215 Mt Vernon Participation Coop with Caltrans)

COOPERATIVE AGREEMENT Local Contribution Only

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

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as AUTHORITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. CALTRANS is reconstructing the overcrossing at Washington Street/Mt. Vernon Avenue on Interstate 215 in the city of Colton, referred to herein as PROJECT.
3. AUTHORITY will contribute a fixed amount of \$2,411,290 to the PROJECT. Contributed funds will be used for the PROJECT.
4. PARTNERS hereby set forth the terms, covenants, and conditions for AUTHORITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
6. AUTHORITY is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.
7. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

8. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

9. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
10. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

11. AUTHORITY will contribute the funds listed below:

FUNDING SUMMARY		
Fund Source	Fund Type	Amount
LOCAL	Local	\$2,411,290
Total Funds		\$2,411,290

12. CALTRANS will invoice AUTHORITY for a lump sum (single payment) as needed, as a fixed cost, after execution of this Agreement.
13. AUTHORITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless AUTHORITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, AUTHORITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
14. If AUTHORITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then AUTHORITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
15. This Agreement will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER’S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are “not-to-exceed” amounts.

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

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

SPONSOR – The PARTNER that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Joe Meraz, Project Manager
464 W. 4th Street
San Bernardino, CA 92401-1400
Office Phone: (909) 388-7165
Email: joe_meraz@dot.ca.gov

The primary Agreement contact person for AUTHORITY is:

Paula Beauchamp, Project Delivery Manager
1170 W. 3rd. Street
San Bernardino, CA 92410-1715
Office Phone: (909) 884-8276
Email: pbeauchamp@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
John Bulinski
District 8 Director

By: _____
Ryan McEachron
Board President

CERTIFIED AS TO FUNDS:

By: _____
Jeffery Hill
Procurement Manager

By: _____
Lisa Pacheco
District Budget Manager

ATTEST:

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

Attachment: 161001441 [Revision 3] (2412 : I-215 Mt Vernon Participation Coop with Caltrans)

Minute Action

AGENDA ITEM: 6

Date: *February 11, 2016*

Subject:

Interstate 215 Barton Road Cooperative Agreement with the City of Grand Terrace

Recommendation:

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

Approve Cooperative Agreement No. 16-1001384 with the City of Grand Terrace for the Design, Right of Way (ROW) and Construction phases of Interstate 215 Barton Road Interchange Project.

Background:

This new Cooperative Agreement (No. 16-1001384) with the City of Grand Terrace (City) defines roles and responsibilities of the parties relative to the Design, ROW and Construction phases of the I-215 Barton Road Project (Project), addresses betterment, long term property ownership, and coordination. It identifies SANBAG as the lead agency which is responsible for fully funding, and diligently delivering all phases of work on the Project.

As the Project progresses, SANBAG will provide the City with an opportunity to review and comment on the Plans, Specifications and Estimate (PS&E), and ROW and Construction documents, with the City providing comments within two weeks of receipt of the documents. The agreement also addresses any requests made by the City for betterments and/or additional work. These City requests will require SANBAG's analysis for feasibility. Once it has been determined that the new work is acceptable to all parties, a funding source for such work will be identified, and both work and funding will be acknowledged in a new agreement or an amendment to this agreement prior of the incorporation of the additional work into the Project.

This agreement requires that SANBAG provide all necessary ROW services to acquire property for the Project through negotiated purchases of property, or if necessary, through eminent domain. Although property acquired for the Project may include some uneconomic remnants or excess parcels, this agreement is intended to address those portions of the right of way that lie under the jurisdiction of the City for either transportation and/or utility use. Under this agreement, for property which lies under the jurisdiction of the City, voluntary acquisitions will be directly acquired in the name of the City; and for property acquired by eminent domain, the City will accept title within thirty days of presentation of quitclaim deeds.

For businesses, SANBAG will make reasonable efforts to relocate affected businesses within the boundaries of the City to the extent feasible. In addition, properties acquired for the Project will

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

February 11, 2016

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be maintained by SANBAG via property manager or contractor until construction is completed at no cost to the City.

Under this agreement the City is responsible for providing permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG, for the work on the Project. In addition, the City shall assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.

The agreement was approved by the Grand Terrace City Council on January 26th. SANBAG staff is recommending that the Board approve Agreement No. 16-1001384 with the City of Grand Terrace for the I-215 Barton Road Project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001384 Amendment No.: 0 Vendor No.: 00921
 Vendor/Customer Name: City of Grand Terrace Sole Source? Yes No
 Description: I-215 Barton Cooperative Agreement for ROW, Final Design and Construction
 Start Date: 2-Feb-16 Expiration Date: 30-Jun-20 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12212

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/16
 Board of Directors Action: Approve agreement 16-1001384 with the City of Grand Terrace

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: 16-1001384 CSS (2450 : I-215 Barton Agreement with Grand Terrace)

Draft 11/12/15
 Reviewed by CF, PB, TR (City), PB, CF

COOPERATIVE AGREEMENT NO. 16-1001384

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF GRAND TERRACE

FOR

**DESIGN, RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE
 INTERCHANGE AT BARTON ROAD AND INTERSTATE 215 IN THE CITY OF
 GRAND TERRACE**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”) and the City of GRAND TERRACE (“CITY”), (SANBAG and CITY may be referred to herein as a “Party” and collectively “Parties”).

WHEREAS, SANBAG is the lead agency for all phases of a project located in the City of Grand Terrace on Barton Road to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at intersection of Barton Road/southbound ramps/La Crosse Avenue (“Project”); and

WHEREAS, the Parties consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan; and

WHEREAS, the PROJECT cost for all phases shall be funded by SANBAG; and

WHEREAS, the Parties wish to delineate roles, responsibilities, and funding commitments relative to the Design, Right-of-Way (“ROW”), and Construction activities of the PROJECT.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

I. SANBAG RESPONSIBILITIES

SANBAG agrees:

- A. To be lead agency on Project Management and to diligently undertake and complete all phases of work on the PROJECT, including the selection and retention of consultants and procurement of a contractor. Performance of services under these consultant contracts shall

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

be subject to the technical direction of SANBAG's Director of Project Delivery, or his designee, with input and consultation from CITY.

- B. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- C. To coordinate with Caltrans for District condemnation evaluation and condemnation panel review meetings related to property acquisitions, if necessary, and to provide all documents necessary for Hearings of Resolutions of Necessity to be conducted before the San Bernardino County Transportation Commission in the event voluntary acquisition is not agreed to after the making of a statutory offer.
- D. To fully fund the Project, including expenses related to property management of all properties acquired for the Project via property manager or contractor until construction is completed.
- E. 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.
- F. To provide CITY an opportunity to review and comment on the Plans, Specifications and Estimate (PS&E), ROW, and Construction documents.
- G. To make reasonable efforts to relocate businesses affected by the PROJECT within the boundaries of the CITY to the extent feasible.
- H. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between the Parties.
- I. To require that the Contractor agree to indemnify and defend CITY from any and all claims that arise out of Contractor's negligence in performing its duties under the Contract.
- J. To require the Contractor to name the CITY as an additional insured on all liability insurance required in the agreement between SANBAG and the Contractor.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. 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.
- B. To complete review and provide comments on the Project documents within two (2) weeks of receiving the review request from SANBAG.

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

- C. To accept title to properties acquired for the Project and under the jurisdiction of the City upon close of escrow for voluntary purchases, and within thirty (30) days of presentation of quitclaim deeds for property acquired by SANBAG through eminent domain.
- D. To provide permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG, for the work on the PROJECT. CITY's Director of the Department of Community Development is authorized to act on behalf of CITY under this section of the Agreement.
- E. City shall assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.

III. 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. This Agreement will be considered terminated upon completion of SANBAG's property conveyance and Project closeout.
- C. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- D. 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.
- E. 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.
- F. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- G. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- H. 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.

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

- I. 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.
- J. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees.
- K. 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 SANBAG.
- L. 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 SANBAG: Garry Cohoe
 Director of Project Delivery
 1170 West Third Street, Second Floor
 San Bernardino, CA 92410-1715
 Telephone: (909) 884-8276

If to CITY: G. Harold Duffey
 City Manager
 22795 Barton Road
 Grand Terrace, CA 92313
 Telephone: (909) 824-6621 ext. 240

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SANBAG.

SIGNATURES ON FOLLOWING PAGE:

Attachment: 16-1001384 City Agreement [Revision 4] (2450 : I-215 Barton Agreement with Grand Terrace)

Draft 11/12/15
Reviewed by CF, PB, TR (City), PB, CF

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. C16-1001384
BETWEEN**

**SAN BERNARDINO TRANSPORTATION COMMISSION
and CITY OF GRAND TERRACE**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF GRAND TERRACE

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Darcy McNaboe, Mayor
City of Grand Terrace

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Richard L. Adams, II
CITY Attorney

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Procurement Manager

Attachment: 16-1001384 City Agreement [Revision 4] (2450 : I-215 Barton Agreement with Grand Terrace)

Minute Action

AGENDA ITEM: 7

Date: *February 11, 2016*

Subject:

Interstate 215 Barton PS&E and ROW Agreement Amendment 6

Recommendation:

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

A. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

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:

B. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

Background:

The I-215 Barton Road Interchange Project proposes to improve traffic operations and reduce traffic congestion on Barton Road and ramp intersections. The Project improvements include replacement of Barton Road overcrossing, reconstruction and widening of Barton Road, realignment of the existing entrance and exit ramps, and traffic signal modifications.

The Environmental Phase was concluded in March 2014. However, the SANBAG Board desired to advance the design and right of way (ROW) phases, so in May 2012 the Board acting as the San Bernardino County Transportation Authority (SANBAG) approved Cooperative Agreement No. C12212 (Caltrans No. 08-1537) with Caltrans for those phases of the Project. The first amendment revised the funding plan with no cost or scope increase. The second amendment added \$100,000 to begin ROW engineering. The third amendment (entitled Amendment No. 4) revised the funding plan and added \$1,162,653 to fund Construction Management/General Contractor (CM/GC) delivery method, ROW engineering, and to cover an increase in the estimate for utility coordination and relocation. Amendment five, added the San Bernardino County Transportation Commission (Commission) as a party to the Agreement, and identified the Commission as the responsible party for acquiring property in the Commission's name, exercising Eminent Domain, and conveying property, under the jurisdiction of Caltrans, to Caltrans at the conclusion of the project. Amendment five also increased the PROJECT funding by \$4,964,457 consisting of \$1,828,401 of Federal Demonstration Funds and \$3,136,056 of Measure I Valley Freeway Funds for an overall total of \$32,395,157. This cost increase was to

Entity: CTA, CTC

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cover condemnation costs, the Independent Cost Estimator (ICE) consultant and additional ROW required by design changes generated by the CM/GC process.

The cost increase requested in this Amendment No. 6 is to cover:

1. CM/GC and Independent Cost Estimate (ICE) contract procurement. This \$104,504 cost for development of procurement documents and completion of procurement activities for this PROJECT was not previously included in any amendments. .
2. Escalation. Caltrans adjusted the rate matrix by 17% on February 25, 2015, due to employees salary increases. The rate increase is estimated to cost an additional \$304,949 to complete the design.
3. Increased Scope of Work. The extent of coordination, evaluation and implementation of design and staging changes proposed by the CM/GC was not anticipated. In addition this \$500,000 increase will cover the upcoming cost negotiations with the CMGC team.

Please see attachment letter sent by Caltrans. The increase to Caltrans PS&E support costs is \$909,454 and will be funded with STP utilizing toll credit as the matching funding source. The project cost will increase for an overall total of \$33,304,611 but the SANBAG budget will not be affected since Caltrans is requesting STP reimbursement directly. Staff recommends the approval of this amendment.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1000665-C12212 Amendment No.: 6 Vendor No.: 0450
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: I-215 Barton Road PS&E and ROW Cooperative Agreement
 Start Date: 05/02/2012 Expiration Date: 12/31/2018 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001044 , 15-1001045 Admin Contracts for ROW Services

Dollar Amount			
Original Contract	\$ 2,332,047.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 250,000.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 250,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 250,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/2016
 Board of Directors Action: Approve amendment 6 to PS&E ROW Agreement with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: C12212-06 CSS (2479 : Barton Rd ROW COOP Amendment 6)

08-SBD-215-0.58/1.95
 EA: 0J070
 Project Number: 0800000282
 Federal Funds
 CALTRANS Agreement 08-1537 A/6
 C12212

AMENDMENT NO. 6 TO AGREEMENT 08-1537

THIS AMENDMENT No. 6 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino County Transportation Authority, a public agency, referred to hereinafter as SANBAG; and

San Bernardino County Transportation Commission, a public agency, referred to hereinafter as COMMISSION.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1537 (AGREEMENT) on May 30, 2012, defining the terms and conditions to reconstruct the interchange on Interstate 215 at Barton Road in Grand Terrace, referred to as PROJECT.
2. PARTNERS entered into Amendment Funding Summary No. 2 to AGREEMENT on November 30, 2012, to move \$1,500,000 DEMO funds from PS&E to R/W Capital; reduce \$20,739.00 STIP/RIP capital funds to \$17,400,000; add \$500,646 Section 115 and \$1,980,000 Section 112 funds for PS&E; reduce \$2,332,047 Measure funds to \$1,351.40 for PS&E; and add \$1,839,000 Measure funds for R/W capital.
3. PARTNERS entered into Amendment Funding Summary No. 3 to AGREEMENT on July 23, 2014, to add \$100,000 Measure funds for CALTRANS to perform the R/W support activities.
4. PARTNERS entered into Amendment No. 4 to AGREEMENT on October 30, 2014, to add Construction Manager/General Contractor provisions; designate CALTRANS as the implementing agency for R/W engineering activities; increase DEMO R/W Capital funds from \$1,500,000 to \$2,293,830, add \$557,000 DEMO funds for R/W Support and \$1,801,401 for PS&E Support; decrease Measure funds for PS&E from \$1,351,401 to \$150,000, decrease Measure funds for R/W

- Capital from \$1,839,000 to \$500,000 and increase Measure R/W Support funds from \$1,697,000 to \$2,247,823.
5. PARTNERS entered into Amendment No. 5 to AGREEMENT on October 30, 2015, to add San Bernardino County Transportation Commission as a new party to this AGREEMENT; allow COMMISSION to provide all necessary R/W services to acquire R/W, exercise its existing power of Eminent Domain to acquire any necessary property for the PROJECT in accordance with California Code of Civil Procedure, Section 1245.235 and to convey by quitclaim deed to CALTRANS all PROJECT acquired right-of-way located within CALTRANS' jurisdictional boundaries within thirty (30) days COMMISSION's request to CALTRANS to accept such acquired property and at no expense to CALTRANS;
 6. PARTNERS now seek to amend the AGREEMENT for the following reasons:

Add an additional \$909,454 Federal Surface Transportation Program (STP) funds for PS&E.
 7. A revised FUNDING SUMMARY Number 6, dated December 17, 2015, is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY Number 6, dated December 17, 2015, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY (FS) Number 1, FS Number 2, FS Number 3, FS Number 4, and FS Number 5 in the AGREEMENT are deemed to refer to the revised FUNDING SUMMARY Number 6, dated December 17, 2015, attached herein.
2. This AMENDMENT is deemed to be included and made part of the AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski
District 8 Director

By: _____
Ryan McEachron
Board President

APPROVED AS TO FORM

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

By: _____
Attorney
Department of Transportation

By: _____
Ryan McEachron
Board President

CERTIFIED AS TO FINANCIAL TERMS

ATTEST

By: _____
Accounting Administrator

By: _____
Vicki Watson
SANBAG's and COMMISSION's
Board Clerk

CERTIFIED AS TO FUNDS

APPROVED AS TO FORM

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
SANBAG's and COMMISSION's Counsel

CONCURRENCE

By: _____
Jeffery Hill
SANBAG's & COMMISSION's
Procurement Manager

Attachment: C12212-06 (CT Agreement 1537 A-6) [Revision 2] (2479 : Barton Rd ROW COOP Amendment 6)

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

December 17, 2015

Part I

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E Support	R/W Capital	R/W Support	Totals by Fund Type
STATE	SANBAG	STIP/RIP	\$0	\$17,400,000	\$0	17,400,000
FEDERAL	SANBAG	Demo*	\$ 2,256,987	\$ 3,666,645	\$557,000	\$ 6,480,632
FEDERAL	SANBAG	Section 115	\$500,646	\$0	\$0	\$500,646
FEDERAL	SANBAG	Section 112	\$1,980,000	\$0	\$0	\$1,980,000
FEDERAL	SANBAG	STP	\$909,454			909,454
LOCAL	SANBAG	Measure	\$150,000	\$ 2,108,936	\$ 3,774,943	\$ 6,033,879
Totals by Component			\$5,797,087	\$ 23,175,581	\$ 4,331,943	\$33,304,611

NOTE: *

Toll Credits to match DEMO/STP funds: \$2,257 PSE DEMO (452k) toll credit). \$909,454 PSE STP (105k toll credit). \$4,224 R/W DEMO (845k toll credit).

SPENDING SUMMARY

Fund Type	PS&E SUPPORT		R/W SUPPORT		R/W Capital		Totals
	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	SANBAG	
STIP/RIP	\$0	\$0	\$0	\$0	\$0	\$17,400,000	\$17,400,000
Demo	\$ 2,256,987	\$0	\$557,000	\$0	\$0	\$ 3,666,645	\$ 6,480,632
Section 115	\$500,646	\$0	\$0	\$0	\$0	\$0	\$500,646
Section 112	\$1,980,000	\$0	\$0	\$0	\$0	\$0	\$1,980,000
STP	\$909,454	\$0	\$0	\$0	\$0	\$0	\$909,454
Measure	\$150,000	\$0	\$100,000	\$ 3,674,943	\$0	\$ 2,108,936	\$ 6,033,879
Totals	\$5,797,087	\$0	\$657,000	\$ 3,674,943	\$0	\$ 23,175,581	\$33,304,611

Attachment: C12212-06 Funding Summary 1537 A-6 (2479 : Barton Rd ROW COOP Amendment 6)

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

December 17, 2015

Part II – Billing and Payment Details

Responsibilities

CALTRANS is IMPLEMENTING AGENCY for PS&E.
SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

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

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

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

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

2. When CALTRANS is to be reimbursed from state or federal funds that are provided by SANBAG for PS&E and Right of Way Support and CALTRANS administers those funds then CALTRANS will draw from those funds without invoicing SANBAG.

Cost: R/W SUPPORT

3. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG
- CALTRANS

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

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

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

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

Cost: R/W CAPITAL

4. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

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

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

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

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski.
Interim District 8 Director

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

By: _____
Lisa Pacheco
District Budget Manager

ATTEST

By: _____
Vicki Watson
Board Secretary

By: _____
HQ Accounting

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Eileen Monaghan Teichert
SANBAG’s Counsel

Attachment: C12212-06 Funding Summary 1537 A-6 (2479 : Barton Rd ROW COOP Amendment 6)

Minute Action

AGENDA ITEM: 8

Date: *February 11, 2016*

Subject:

State Route 60 Archibald Agreement with Caltrans

Recommendation:

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

Approve Cooperative Agreement 16-1001431 with Caltrans for oversight of Environmental, Design, and Right-of-Way phases of the State Route (SR) 60 Archibald Avenue Interchange Improvement Project at no cost to SANBAG.

Background:

The SR-60 Archibald Avenue Interchange is the ninth 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. This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City of Ontario, 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 Archibald Avenue through the undercrossing to accommodate vehicular and pedestrian traffic.

In August 2014, the Board approved a separate Cooperative Agreement C14139 between SANBAG and Caltrans, in which Caltrans will provide oversight for a Project Initiation Document (PID) and Project Study Report/Project Development Support (PSR/PDS). In September 2014, the Board approved Cooperative Agreement No. R14138 with the City of Ontario which addresses 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.

In May 2015, the Board authorized contract C14169 with RBF for PID, Project Approval and Environmental Document (PA&ED), PS&E, and Right-of-Way (ROW) Engineering and Construction Support services. The PID phase is scheduled to be completed by Spring 2016, and the next step in the development of the Project is to have an agreement in place with Caltrans for PA&ED, PS&E, and ROW oversight.

Staff is recommending Board approval of Cooperative Agreement 16-1001431 with Caltrans for PA&ED, PS&E, and ROW Oversight of the SR-60 Archibald Avenue Interchange project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001431 Amendment No.: 0 Vendor No.: 00456
Vendor/Customer Name: Caltrans Sole Source? [x] Yes [] No
Description: SR-60 Archibad Cooperative Agreement for PA/ED, PS&E and ROW
Start Date: 03/02/16 Expiration Date: 03/01/20 Revised Expiration Date:
Has Contract Term Been Amended? [x] No [] Yes - Please Explain
List Any Related Contracts Nos.: R14138 C14139

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY.

Contract Authorization

[] Executive Director Date:
Executive Director Action:
[x] Board of Directors Date: 3/2/16
Board of Directors Action: Approve Co-op Agreement 16-1001431

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [] Capital [] PAA [] Other
[] Retention: % Maximum Retention: \$ -
Services: [] Construction [x] Intrgrnt/MOU/COOP [] A & E Services [] Other Professional Services
[] Disadvantaged Business Enterprise (DBE) Goal %

[] Contract Management: Receivable

[] E-76 and/or CTC Date (Attach Copy) [] Program Supplement No.:
[] Finance Letter [] Reversion Date: [] EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager:

Attachment: 16-1001431 CSS (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

COOPERATIVE AGREEMENT

State Independent Quality Assurance

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

San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *improve existing geometric deficiencies in order to relieve congestion and improve traffic operations on Archibald Avenue between East Oak Hill Drive and Monticello Place near the State Route 60 (SR-60) intersection* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. SANBAG is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. Funding sources, funding amounts, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

11. SANBAG is the IMPLEMENTING AGENCY for PA&ED.
12. SANBAG is the IMPLEMENTING AGENCY for PS&E.
13. SANBAG is the IMPLEMENTING AGENCY for RIGHT OF WAY.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

Independent Quality Assurance

16. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that SANBAG's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

Environmental Document Quality Control (EDQC) Program

17. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA Lead Agency

18. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

21. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

Project Approval and Environmental Document (PA&ED)

22. As IMPLEMENTING AGENCY for PA&ED, SANBAG is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
23. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance
Environmental Document Quality Control
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.10 Notice of Determination (CEQA)

24. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

25. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
26. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

27. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
28. SANBAG will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
29. SANBAG will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow SANBAG to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
30. CALTRANS will attend all CEQA-related public meetings.
31. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

32. As IMPLEMENTING AGENCY for PS&E, SANBAG is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

33. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

34. SANBAG will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

SANBAG will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

35. As IMPLEMENTING AGENCY for R/W, SANBAG is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
36. CALTRANS will be responsible for completing the following R/W SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

37. The selection of R/W personnel and WORK within the completed PROJECT’s SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.
38. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

39. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
40. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
41. SANBAG will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
42. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SANBAG will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

SANBAG will submit a final Right of Way certification document to CALTRANS for approval prior to the PROJECT advertisement.

43. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

44. SANBAG agrees to first acquire any necessary rights-of-way in its own name. Prior to the closeout of this AGREEMENT SANBAG shall transfer title to said rights-of-way to CALTRANS, free and clear of all encumbrances and liens, except as to those items which CALTRANS agrees are not in conflict with CALTRANS use for highway purposes. CALTRANS' acceptance of right-of-way title is subject to review of an "Updated Preliminary Title Report" provided by SANBAG. PARTNERS shall cooperate and use their best efforts to ensure the transfer of title of properties incorporated into the SHS right of way is accomplished no more than 90 days after presentation of properties for acceptance. Upon acceptance, SANBAG will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
45. SANBAG certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for PROJECT. SANBAG agrees to be responsible for hearing and adopting Resolutions of Necessity for PROJECT. SANBAG is responsible for all work associated with hearing and adopting Resolutions of Necessity.
46. SANBAG is responsible for conducting and documenting the functional equivalent of the CALTRANS' District Condemnation Evaluation Meeting and the CALTRANS' Condemnation Panel Review Meetings. CALTRANS' Right of Way staff will be invited to any functional equivalent of a Condemnation Panel Review Meeting. CALTRANS' concurrence is required, in advance, for any exception to CALTRANS' or FHWA's right-of-way policies, procedures, or standards.

Schedule

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

Additional Provisions

48. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
49. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
50. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
51. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
54. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
55. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

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

56. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
57. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

59. If HM-1 is found within the PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
62. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
63. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
64. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
65. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
66. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

- 68. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
- 69. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
- 70. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

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

- 71. SANBAG will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SANBAG will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

- 72. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
- 73. All CALTRANS’ OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

74. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

75. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this AGREEMENT. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

76. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

77. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

78. SANBAG will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SANBAG waives the provisions of California Civil Code section 1654.

 A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

79. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

80. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

81. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

82. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
83. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
84. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
85. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

86. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
87. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

88. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
89. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

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

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

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

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A **PARTNER** that commits funds in this **AGREEMENT** to fulfill **OBLIGATIONS**. A **FUNDING PARTNER** accepts the responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that includes a **FUNDING TABLE** and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the **PROJECT COMPONENT** in which the funds are to be spent. Funds listed on the **FUNDING TABLE** are “not-to-exceed” amounts for each **FUNDING PARTNER**.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

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

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

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

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

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

IQA (Independent Quality Assurance) – CALTRANS’ efforts to ensure that another PARTNER’s quality assurance activities are in accordance with the applicable standards and the PROJECT’s Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER’s work products.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

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

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

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

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

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

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

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

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

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

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 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.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John Bulinski
District 8 Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS, acting as the San
Bernardino County Transportation
Authority**

Ryan McEachron
Board President

Jeffery Hill
Procurement Manager

Attest:

Vicki Watson
Board Secretary

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans 16-1001431)

FUNDING SUMMARY NO. 01

v. 112							
<u>FUNDING TABLE</u>							
<u>IMPLEMENTING AGENCY →</u>			<u>SANBAG</u>	<u>SANBAG</u>	<u>SANBAG</u>		
Source	FUNDING PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
Local	SANBAG	Local	396,000	888,000	150,000	1,108,000	2,542,000
Totals			396,000	888,000	150,000	1,108,000	2,542,000

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement

Funding**Invoicing and Payment***Project Approval and Environmental Document (PA&ED)*

1. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

2. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

3. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

4. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

Signatures

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John Bulinski
District 8 Director

Date _____

District Budget Manager

HQ Accounting

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS, acting a the San
Bernardino County Transportation
Authority**

Ryan McEachron
Board President

Date _____

Attachment: 16-1001431 Agreement 1619 01_25_2016 [Revision 6] (2460 : SR-60 Archibald Agreement with Caltrans16-1001431)

Minute Action

AGENDA ITEM: 9

Date: *February 11, 2016*

Subject:

Monte Vista Ave Grade Separation - Construction and Maintenance Agreement and Trade Corridor Improvement Fund Project Baseline Agreement

Recommendation:

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

A. Approve Agreement No. 16-1001450 with Union Pacific Railroad Company (UPRR) and the City of Montclair for the construction and maintenance of the Monte Vista Avenue Grade Separation project and authorize the Executive Director to execute the final Agreement No. 16-1001450 in substantially the form attached, after approval as to form by General Counsel. As defined in Agreement No. 16-1001450, SANBAG will reimburse UPRR an estimated \$1,100,000, consisting of City of Montclair Developer Impact Fees and an estimated \$892,100 in Measure I Valley Major Street Program (Grade Separation) funds, for railroad work, flagging and inspection costs. SANBAG will receive a contribution of \$1,076,309 from UPRR towards the overall project cost.

B. Approve Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation Project and authorize the Executive Director to execute the final TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

Background:

The Monte Vista Avenue Grade Separation project in the City of Montclair is nearing the completion of the design and right-of-way phase with construction scheduled to start in late 2016. The design and right-of-way phase is being led by the City of Montclair and the San Bernardino County Transportation Authority (SANBAG) will lead the construction phase.

Recommendation A: In order to construct this project, easements need to be obtained from UPRR for permanent and temporary rights. In addition there are railroad flagging and inspection costs associated with monitoring and regulating construction work adjacent to and on a very busy railroad corridor. A construction and maintenance agreement is therefore required with UPRR and the City of Montclair to specify the roles and responsibilities of the participating agencies and the funding arrangements for this work. Since this is a new grade separation that is replacing an at-grade crossing, federal regulations provide for a contribution from the railroad, which is also included in this agreement.

In this agreement, the City of Montclair agrees to pay UPRR for a permanent easement for the new bridge and foundations which will be within the existing UPRR right-of-way. In addition,

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

February 11, 2016

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the City of Montclair agrees to pay for a temporary construction license that will allow a larger area for SANBAG's contractor to construct the new bridge within the existing UPRR right-of-way. In the agreement, SANBAG agrees to pay an estimated \$1,100,000, consisting of City of Montclair Developer Impact Fees and \$892,100 of Measure I Valley Major Street Program (Grade Separation) funds for the estimated railroad costs for flagging and inspection work and work to be done by UPRR to remove the existing at-grade crossing facilities. Per the agreement, SANBAG will pay for the actual UPRR costs, such that the total cost paid by SANBAG may be higher or lower than the amount above, which is based on UPRR's estimated costs plus a small contingency. In this three-party agreement, SANBAG will construct the new bridge and will then turn over the bridge to the City of Montclair upon completion of the construction for their on-going responsibility for the maintenance of the new bridge.

Due to the public safety benefits associated with the elimination of an at-grade railroad crossing, there is a federal regulation (Title 23 CFR sec. 646.210) that provides for the railroad to contribute 5% of a theoretical bridge cost towards the overall project cost. For this project, the parties involved have determined this contribution to be in the amount of \$1,076,309.00. Per the agreement, UPRR will contribute these funds towards the project upon completion.

This agreement is required to be executed before an allocation request can be made for California Public Utility Commission (CPUC) Section 190 Grade Separation Program funding. The deadline for the allocation request for \$5,000,000.00 of CPUC Section 190 funds is April 1, 2016. Since the final details of the agreement are still being worked out, staff is requesting that the Board authorize the Executive Director to sign the final agreement once approved as to form by General Counsel to ensure the agreement is fully executed prior to the allocation request deadline. A draft of the agreement without the exhibits is attached to this report for the Board's review. The City of Montclair will be making the allocation request on behalf of the project. The project is in the top 20 on the priority list, so the project has a good opportunity to receive an allocation.

Recommendation B: As part of the application for allocation of \$2,113,000 in TCIF funding to the CTC, a baseline agreement between SANBAG, City of Montclair, Caltrans and the CTC is required. The agreement must be approved by SANBAG and the City prior to allocation of the TCIF funds. TCIF approval and allocation is scheduled for the May 17, 2016, CTC meeting. Upon allocation of the TCIF funds, staff will be able to submit the request for federal authorization to proceed with construction and advertise for construction bids in August 2016. Staff is recommending that the Board approve Baseline Agreement No. 16-1001448 to allocate TCIF funds to the Monte Vista Grade Separation Project. Additionally, staff is requesting that the Board authorize the Executive Director to sign the final agreement once received from the City of Montclair and approved as to form by General Counsel to ensure the agreement is fully executed prior to allocation.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 Budget under Task No. 0840 Grade Separation Projects (Subtask 0868).

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Board of Directors Metro Valley Study Session Agenda Item

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Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001450 Amendment No.: 0 Vendor No.: 02269
 Vendor/Customer Name: Union Pacific Railroad Sole Source? Yes No
 Description: Construction Maintenance Agreement for Monte Vista Grade Separation
 Start Date: 03/22/2016 Expiration Date: 03/22/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,100,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,100,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,100,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/2016
 Board of Directors Action: Approve contract and allow ED to sign upon General Counsel approval

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001450 CSS (2424 : Monte Vista GS CMA and Funding Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001450 Amendment No.: 0 Vendor No.: 02269
Vendor/Customer Name: Union Pacific Railroad Sole Source? [X] Yes [] No
Description: Construction and Maintenance Agreement
Start Date: 03/22/2016 Expiration Date: 03/22/2019 Revised Expiration Date:
Has Contract Term Been Amended? [] No [] Yes - Please Explain
List Any Related Contracts Nos.:

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY. Values include \$1,076,309.00 and \$-.

Contract Authorization

[] Executive Director Date:
Executive Director Action:
[X] Board of Directors Date: 03/02/2016
Board of Directors Action: Approve contract and allow ED to sign upon General Counsel approval

Contract Management: Payable/Miscellaneous

[] Invoice Warning: 20% Renewals: Type: [] Capital [] PAA [] Other
[] Retention: % Maximum Retention: \$ -
Services: [] Construction [] Intrgrnt/MOU/COOP [] A & E Services [] Other Professional Services
[] Disadvantaged Business Enterprise (DBE) Goal %

Contract Management: Receivable

[X] E-76 and/or CTC Date (Attach Copy) [] Program Supplement No.:
[] Finance Letter [] Reversion Date: [] EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

UP DRAFT
01/28/16

PUBLIC HIGHWAY OVERPASS AGREEMENT

AMONG

SAN BERNARDINO
ASSOCIATED GOVERNMENTS

AND

CITY OF MONTCLAIR, CALIFORNIA

AND

UNION PACIFIC RAILROAD COMPANY

FOR

DESIGN, CONSTRUCTION AND MAINTENANCE OF AN
OVERHEAD GRADE SEPARATION (DOT # 441154C)
REPLACING THE EXISTING AT-GRADE CROSSINGS AT
MONTE VISTA AVENUE AT MILEPOST B-517.46 ON
ALHAMBRA SUBDIVISION (DOT # 746936L) AND MILEPOST 3-
35.00 ON LOS ANGELES SUBDIVISION (DOT # 810896P),
IN THE CITY OF MONTCLAIR
SAN BERNARDINO COUNTY
STATE OF CALIFORNIA

Agreement Number _____
 UPRR Folder _____

PUBLIC HIGHWAY OVERPASS AGREEMENT

 Monte Vista Avenue (DOT No. 441154C)
 Milepost B-517.46 on Alhambra Subdivision (DOT No. 746936L)
 Milepost 3-35.00 on Los Angeles Subdivision (DOT No. 810896P)
 City of Montclair
 County of San Bernardino, California

This AGREEMENT ("**Agreement**") is made and entered into as the ____ day of _____, 2016 (the "**Effective Date**"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at Real Estate Department, 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179 (the "**Railroad**"); **CITY OF MONTCLAIR**, a municipal corporation of the State of California to be addressed at P.O. Box 2308, Montclair, California 91763 ("**Montclair**"); and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, the duly constituted transportation authority for San Bernardino County to be addressed at 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92401 ("**SANBAG**" and together with Montclair, collectively, the "**Political Bodies**").

RECITALS:

A. Montclair currently maintains, uses and repairs the existing Monte Vista Avenue at-grade public road crossings at (i) Milepost B-517.46 on the Railroad's Alhambra Subdivision (DOT No. 746936L) (the "**Alhambra At-Grade Crossing**") and (ii) Milepost 3-35.00 on the Railroad's Los Angeles Subdivision (DOT No. 810896P) (the "**Los Angeles At-Grade Crossing**") and together with the Alhambra At-Grade Crossing, collectively, the "**Existing Crossings**") at or near the City of Montclair, County of San Bernardino, State of California.

B. Montclair and the Railroad entered into that certain New Overhead Grade Separation Structure dated March 22, 2002 (the "**2002 Agreement**") covering the: (i) closure and removal of the Alhambra At-Grade Crossing; (ii) closure to the public and modification of the Los Angeles At-Grade Crossing for private access by the Railroad for maintenance, operations and exclusive use by the Railroad's tenants and permitted users; and (iii) the construction, use, maintenance and repair of a new grade separated overpass structure (the "**Structure**") that would carry vehicular traffic traversing on Monte Vista Avenue over the Existing Crossings (collectively, the "**Project**").

C. As part of the 2002 Agreement, the Railroad granted Montclair a right to establish, construct, maintain, repair, renew and use the Structure over and across a portion of the Railroad's property. Such area is hereby identified as the "**Existing License Area**" on the survey print attached hereto and made a part hereof as **Exhibit C**.

D. Work on the Project was never commenced.

E. Montclair, together with SANBAG, now desire to commence the Project. The general location of the Project area is shown on the Railroad location print attached hereto and made a part hereof as **Exhibit A**, and the type, size and location prints of the Structure are marked **Exhibit B** attached hereto and made a part hereof.

F. The Existing License Area is not sufficient to allow for the construction of the Structure as presently contemplated by the parties. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Bodies to facilitate the construction of the Structure as well as the work to be performed in connection with the overall Project. The portion of the Railroad's property that the Political Bodies need to use in connection with the Structure (which includes the Existing License Area) is shown on the survey print marked **Exhibit C** and the described in the legal description marked **Exhibit C-1**, attached hereto and made a part hereof (the "**Crossing Area**").

G. Montclair shall pursue all required approvals from the California Public Utilities Commission ("**CPUC**") in connection with the Project. As part of such obligation, the Political Bodies shall submit (i) a request to the CPUC for the permanent closure and removal of the Alhambra At-Grade Crossing, the permanent closure to the public and modification of the Los Angeles At-Grade Crossing and the construction of the Structure in the form marked **Exhibit F** attached hereto and made a part hereof ("**CPUC Request**") and (ii) an authorization from the CPUC in connection with the request submitted under (i) above in the form marked **Exhibit F-1** attached hereto and made a part hereof ("**CPUC Authorization**").

H. Given SANBAG's involvement in the Project and that additional rights are required from the Railroad to accommodate the Project, Montclair and the Railroad hereby desire to terminate the 2002 Agreement in its entirety, and the Political Bodies and the Railroad desire to enter into this Agreement to cover the items set forth above in connection with the Project.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBITS

Exhibits A through I are attached hereto and hereby made a part hereof.

ARTICLE 2 - PROJECT COSTS

Except as provided in Article 11 below, the Political Bodies confirm that the Political Bodies are to bear all Project costs and that the Railroad shall not be obligated to provide any funding for the Project.

ARTICLE 3 - DEFINITION OF CONTRACTOR

For purposes of this Agreement, the term "**Contractor**" shall mean the contractor or contractors hired by a Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4 - RAILROAD GRANTS RIGHTS

A. For and in consideration of _____ Dollars (\$_____) to be paid by Montclair to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Bodies' agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Bodies the irrevocable right to establish, construct, use, maintain, renew and repair the Structure on, along and over the Crossing Area. By separate license agreement(s) the Railroad will grant the Political Bodies an irrevocable license on, over and across the Crossing Area, which will include the right to use the Railroad Property to: establish, construct, maintain, repair, renew, and relocate existing Political Bodies' utilities; and establish, construct, maintain, repair, and renew Political Bodies' utilities to be constructed pursuant to the Project all within Monte Vista Avenue and across the portions of Railroad's property that will be described in the separate license agreement(s). Pursuant to the 2002 Agreement, Montclair paid to Railroad an amount equal to Fourteen Thousand Four Hundred Eighteen Dollars (\$14,418.00) as consideration for rights in and to the Existing License Area, and Montclair and the Railroad acknowledge and agree that such amount paid by Montclair for the Original License Area shall be credited against the amount owed by Montclair to the Railroad pursuant to this Article 4.

B. For and in consideration of _____ Dollars (\$_____), the Railroad hereby grants to the Political Bodies temporary construction rights to use the portion of the Railroad's property shown on **Exhibit C** and described in the legal description marked **Exhibit C-2**, attached hereto and made a part hereof (the "**Temporary License Area**"). The Political Bodies' use of the Temporary License Area shall be subject to the terms and conditions of this Agreement and the obligation of the Political Bodies and their Contractors to comply with such provisions. The rights to the Temporary License Area granted herein shall commence as of the Effective Date and continue for three (3) years after the Effective Date, or until the Project has been completed, whichever occurs earlier.

ARTICLE 5 - FEDERAL AID POLICY GUIDE

The Project will be funded by Federal funds, and the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B shall govern and such rules, regulations and provisions are incorporated into this Agreement by reference.

ARTICLE 6 – PLANS

A. Montclair, at its expense, shall prepare or cause to be prepared by others, the detailed plans and specifications for the Project and shall submit such plans and specifications to the Railroad for review and approval. The plans and specifications shall comply with the American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Sixty-five percent (65%) plans and specifications for the Project have been reviewed and approved by the Railroad, and the cover sheets for such approved sixty-five percent (65%) plans are attached hereto as **Exhibit B-1**, and by and through such attachment the entire design set is incorporated herein by reference. Plans and specifications at the one hundred percent (100%) design completion level shall be submitted by Montclair for the Railroad's review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks. Approval by the Railroad of any plans and specifications shall not be deemed to have been given until the Railroad's Assistant Vice President Engineering-Design (or his authorized representative) has initialed or signed such designs, plans and/or specifications.

B. The final one hundred percent (100%) plans and specifications, as approved, are hereinafter referred to as the "**Plans**" and shall replace the sixty-five percent (65%) plans and any subsequent iterations of the plans. The Plans are hereby made a part of this Agreement by reference. No Project work may commence on the Railroad's property until the Plans have been approved by the Railroad.

C. Once approved by the Railroad, no changes to the Plans shall be made unless the Railroad has consented to such changes in writing in accordance with this Agreement.

D. The Railroad's review and approval of the Plans in no way relieves the Political Bodies or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Bodies or their Contractor(s) on the Plans is at the risk of the Political Bodies and/or their Contractor(s), respectively. Notwithstanding anything contained in this Agreement to the contrary, the Railroad's review will be performed solely for its own purposes and benefit, and the Railroad shall not be deemed to be liable to the Political Bodies or any other party for defects in the Plans.

ARTICLE 7 - SANBAG OBLIGATIONS

SANBAG agrees:

A. To comply and ensure that its Contractor complies, at all times when on Railroad's property, with the rules and regulations contained in Article 9 below.

B. In conjunction with Montclair, to make all necessary arrangements at Political Bodies' expense for the protection, relocation or removal of any public or private utility facilities that conflicts with the Project. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "**Non Railroad Facilities**") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under

Article 6. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, AREMA standards and guidelines. The Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with the Railroad's standard specifications and requirements. The Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on the Railroad's property. Upon the Railroad's approval of submitted Non Railroad Facilities plans and specifications, the Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. The Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for the Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by the Railroad and the Non Railroad Facilities owner or operator, or before the Railroad and the Political Bodies mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Article 6B above, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

C. To complete the Project within _____ (___) years after the Effective Date.

D. To perform all necessary grading for the construction of the Project. The grading performed by SANBAG shall provide for suitable drainage, both temporary and permanent, as provided for in the Plans.

E. To advise the Railroad in writing of the completion date of the Project, and construction of the Structure, within thirty (30) days after such completion, SANBAG shall further notify Railroad, in writing of the date on which the Railroad and SANBAG's Contractor will meet for the purpose of making a final inspection of the Project. The Railroad retains the right to review the work and demand satisfactory completion of the Project and the Structure in compliance with the Plans and the Railroad's Coordination Requirements marked **Exhibit E**. However, in no event shall the Railroad's review, inspection, approval or demands make the Railroad liable or responsible for any problems with the Project, and/or Structure, nor shall the Railroad be responsible to repair or remedy such problems. SANBAG and its Contractor shall bear such liability and responsibility.

ARTICLE 8 - MONTCLAIR OBLIGATIONS

Upon completion of the initial construction of the Project, Montclair shall own the Structure and any and all appurtenance related thereto, and Montclair, at its expense, agrees:

A. To maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure and appurtenances, including but not limited to, the superstructure, substructure, piers and abutments, walls, lighting, drainage system, roadway pavement, roadway

facilities, approaches, curb and gutter, striping, signage, fencing, and all backfill and grading, as well as all graffiti removal or overpainting involving the Structure.

B. To notify the Railroad at least ten (10) working days in advance of any entry on the Railroad's property in connection with any work to be performed by Montclair and at least thirty (30) working days in advance where any such work will occur within twenty-five (25) feet of a track. In accordance with this Agreement, any Railroad flagging or inspection required to protect Railroad tracks or the traffic moving thereon in connection with any work to be performed by Montclair hereunder shall be paid for by Montclair. Montclair, at its expense, shall maintain advance warning signage and markings as required under the State of California Vehicle Code, Section 21362, and the State of California Department of Transportation's (Caltrans) Traffic Manual.

C. To provide the Railroad, as applicable, with adequate and reasonable access through property owned by Montclair for the inspection of the Project work.

D. To obtain and comply with any and all approvals, permits, licenses and other authorizations required by applicable laws, regulations, rules and ordinances, including obtaining permissions/authority from the CPUC prior to the commencement of any Project work.

E. To act as the lead agency on all planning, zoning, environmental approval and permitting activities required by state law.

F. That if any property or rights, other than the right granted herein by the Railroad to the Political Bodies, are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, Montclair will acquire such other property and rights at its own expense and without expense to the Railroad.

G. To submit the CPUC Request and CPUC Authorization to the CPUC and work to get the CPUC's authorization in connection with the Project.

ARTICLE 9 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. If a Political Body will be hiring a Contractor to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), such Political Body shall require its Contractor (prior to such Contractor commencing any work in the Crossing Area or on any other Railroad property) to (i) execute the Railroad's then current Contractor's Right of Entry Agreement; (ii) obtain the insurance required in such Contractor's Right of Entry Agreement; and (iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Political Bodies acknowledge receipt of a copy of the Railroad's current Contractor's Right of Entry Agreement, attached hereto and made a part hereof as **Exhibit G** and confirms that it will inform its Contractor(s) that it/they are required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad

property. Under no circumstances will a Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement, obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, MS 1690
 Omaha, NE 68179-1690
 ATTN: Senior Manager-Contracts
 UP Real Estate Folder No. _____

D. If a Political Body's own employees will be performing any of the Project work, such Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 10 - WORK TO BE PERFORMED BY RAILROAD; BILLING; PAYMENT BY SANBAG

A. The work to be performed by the Railroad in connection with the Project, at SANBAG's expense, is described in the Railroad's Material and Force Account Estimate for _____ \$200,000.00 _____ dated _____, marked **Exhibit H** and the Railroad's Material and Force Account Estimate for flagging dated _____ \$841,000.00 _____, marked **Exhibit H-1**, each of which are attached hereto and made a part hereof (collectively, the "**Estimate**"). As set forth in the Estimate, the Railroad's total estimated cost for the Railroad's work associated with the Project is __One million forty-one thousand _____ Dollars (\$__1,041,000.00 _____).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Bodies in the event the Political Bodies do not commence construction of the Project within six (6) months after the date of the Estimate.

C. The Railroad shall send progressive billing to SANBAG during the Project and final billing to SANBAG within one hundred eighty (180) days after receiving written notice from SANBAG that all Project work affecting the Railroad's property has been completed.

D. SANBAG agrees to reimburse the Railroad within sixty (60) days after its receipt of progressive or final billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (excluding preliminary engineering review costs incurred by the Railroad prior to the Effective Date, which will be paid by Montclair), construction, inspection, flagging, procurement of materials, equipment rental, manpower and deliveries to the

job site and all direct and indirect overhead labor/construction costs including Railroad's customary additive rates.

E. Upon completion of the initial construction of the Project, the Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

F. The books, papers, records and accounts of the Railroad so far as they relate to this Project shall be open for inspection and audit at the Railroad's Headquarters Building in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of the Political Bodies and the Federal Highway Administration (FHWA) for a period of three (3) years following the date of the Railroad's final billing to SANBAG.

ARTICLE 11 - RAILROAD'S 5% CONTRIBUTION

Pursuant to the provisions of the Federal Aid Policy Guide, 23 CFR Section 646.210, the Railroad, due to the permanent closure of the Public At-Grade Crossings, shall bear five percent (5%) of the cost of a "Theoretical Structure." The Theoretical Structure Estimate is marked **Exhibit I** attached hereto and made a part hereof. It has been determined that the Railroad's five percent (5%) share is estimated to be _____ One million seventy-six thousand three hundred nine _____ Dollars (\$__1,076,309.00_____) (the "**Contribution Amount**"). In no event shall the Railroad's obligation herein exceed the Contribution Amount without the prior written approval of the Railroad's Assistant Vice President Engineering - Design or his authorized representative. When the Structure is one hundred percent (100%) complete and the Structure has the final acceptance of the Railroad, SANBAG shall send a billing to the Railroad in an amount equal to the Contribution Amount (as may be increased in accordance with the provisions herein). The Railroad shall pay such billing received hereunder within sixty (60) days after receipt of such billing from SANBAG.

ARTICLE 12 – RAILROAD'S COORDINATION REQUIREMENTS

The Political Bodies, at their expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit E**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Bodies for the Project.

ARTICLE 13 – EFFECTIVE DATE; TERM

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Bodies in the event SANBAG does not commence construction

on the portion of the Project located on the Railroad's property within twelve (12) months after the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Bodies shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Plans.

ARTICLE 14 – CONDITIONS TO BE MET BEFORE COMMENCEMENT OF PROJECT WORK

Neither the Political Bodies nor a Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- A. The Railroad and the Political Bodies have executed this Agreement.
- B. The Railroad has provided to the Political Bodies the Railroad's written approval of the Plans.
- C. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- D. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the railroad representative named in the Contractor's Right of Entry Agreement.

ARTICLE 15 – FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until the Railroad and Montclair agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 16 – TERMINATION OF 2002 AGREEMENT

Notwithstanding any provision regarding termination in the 2002 Agreement to the contrary, the Railroad and Montclair hereby terminate the 2002 Agreement in its entirety, and the Railroad and Montclair shall be relieved of any and all outstanding and/or ongoing obligations thereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in triplicate as of the Effective Date.

SANBAG

San Bernardino County Transportation Authority

APPROVED AS TO FORM:

General Counsel

By: _____
Name: Raymond W. Wolfe, PhD
Title: SANBAG Executive Director

By: _____
Name: Eileen Monaghan Teichert
Title: SANBAG General Counsel

RAILROAD

Union Pacific Railroad Company, a Delaware corporation

APPROVED AS TO FORM:

Legal Counsel

By: _____
Name:
Title:

By: _____
Name:
Title:

MONTCLAIR

City of Montclair, a municipal California corporation

APPROVED AS TO FORM:

City Attorney

By: _____
Name: Paul M. Eaton
Title: Mayor

By: _____
Name: Diane E. Robbins
Title: City Attorney

ATTEST:

By: _____
Name: Andrea M. Phillips
Title: Deputy City Clerk

Attachment: 16-1001450 MVGS CMA Print Version (2424 : Monte Vista GS CMA and Funding Agreement)

EXHIBITS

Exhibit A	Railroad's location print
Exhibit B	Selected plan prints showing profile of Structure
Exhibit B-1	Cover sheet of 65% plans approved by the Railroad
Exhibit C	Survey print showing Crossing Area and Temporary License Area
Exhibit C-1	Legal description of the Crossing Area
Exhibit C-2	Legal description of the Temporary License Area
Exhibit D	General terms and conditions
Exhibit E	Railroad's coordination requirements
Exhibit F	Form of CPUC Request
Exhibit F-1	Form of CPUC Authorization
Exhibit G	Contractor's Right of Entry Agreement
Exhibit H	Railroad's Material and Force Account Estimate
Exhibit H-1	Railroad's Material and Force Account Estimate (flagging)
Exhibit I	Theoretical Structure Estimate

EXHIBIT A

Railroad's Location Print.

Attachment: 16-1001450 MVGS CMA Print Version (2424 : Monte Vista GS CMA and Funding Agreement)

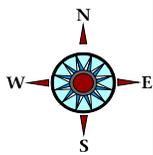


EXHIBIT A
RAILROAD LOCATION PRINT ACCOMPANYING A
CONSTRUCTION & MAINTENANCE AGREEMENT/CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

DOT 441154C-Alhambra Sub., MP
517.36



UNION PACIFIC RAILROAD COMPANY

F) ALHAMBRA SUBDIVISION, RAILROAD MILE POST 517.36, MONTCLAIR, SAN BERNARDINO, CA
To accompany an agreement and Contractor's Right of Entry for the
G) CITY OF MONTCLAIR and its CONTRACTORS
UPRR Folder No. 2034-71 Date: January 27, 2016

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

Attachment: 16-1001450 MVGS CMA Print Version (2424 : Monte Vista GS CMA and Funding Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001448 Amendment No.: _____ Vendor No.: 450
 Vendor/Customer Name: CTC, Caltrans & City of Montclair Sole Source? Yes No
 Description: TCIF Baseline Agreement for Monte Vista Grade Separation
 Start Date: 03/02/2016 Expiration Date: 03/02/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/2016
 Board of Directors Action: Allow Executive Director to execute 16-1001448 with Caltrans, CTC and Montclair once the agreement is finalized

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith Neither payable or receivable; roles and resp. only

Attachment: CSS 16-1001488 [Revision 1] (2424 : Monte Vista GS CMA and Funding Agreement)

TRADE CORRIDOR IMPROVEMENT FUND PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the Monte Vista Grade Separation, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino County Transportation Authority (SANBAG), and the City of Montclair (Project Sponsor), sometimes collectively referred to as the “Parties”.

2. RECITAL

- 2.1** Whereas at its March 16, 2016 Meeting the California Transportation Commission amended the Trade Corridor Improvement Fund and included in this program of projects the Monte Vista Grade Separation, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Project Study Report/Project Study Report Equivalent attached hereto as Exhibit B, and the Project Benefits Form as attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, “Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF),” dated April 10, 2008.
- 3.3** To adhere to the California Transportation Commission’s Trade Corridor Improvement Fund Guidelines.
- 3.4** To adhere to the California Transportation Commission’s Accountability Implementation Plan and policies, and program and baseline amendment processes.
- 3.5** The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

- 3.6** To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
- 3.7** To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8** To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9** The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

4.2 Project Scope

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 Project Benefits

See Project Benefits Form, attached as Exhibit C.

4.4 Other Project Specific Provisions and Conditions

EXHIBIT A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Print

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised July 2013)

General Instructions

<input checked="" type="checkbox"/> New Project					Date:	1/27/16
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
08			T0551		55.1	
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SBD				SANBAG		
				MPO	Element	
				SCAG	Local Assistance	
Project Manager/Contact		Phone		E-mail Address		
Brian Smith		909-884-8276		bsmith@sanbag.ca.gov		
Project Title						
Monte Vista Avenue Grade Separation at UPRR Line						
Location, Project Limits, Description, Scope of Work						<input type="checkbox"/> See page 2
In the City of Montclair construct grade separation at Monte Vista Avenue/ Union Pacific Railroad and associated roadway improvements to provide four lanes of traffic and a connector between Monte Vista Ave and State Street.						
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements						
Component	Implementing Agency					
PA&ED	City of Montclair					
PS&E	City of Montclair					
Right of Way	City of Montclair					
Construction	SANBAG					
Purpose and Need						<input type="checkbox"/> See page 2
The purpose of the work is to improve traffic flow, eliminate rail crossing delays and provide adequate levels of service through the year 2025						
Project Benefits						<input type="checkbox"/> See page 2
The project will improve safety, improve emergency vehicle response time, provide efficient movement of goods and mitigate the train/vehicular traffic conflict delays that are expected to worsen through 2025. The project will also improve air quality, lower noise and improve the quality of life for residents and motorists of both the County and the City						
<input checked="" type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals <input checked="" type="checkbox"/> Reduces Greenhouse Gas Emissions						
Project Milestone						Proposed
Project Study Report Approved						
Begin Environmental (PA&ED) Phase						04/01/02
Circulate Draft Environmental Document				Document Type	CE/CE	
Draft Project Report						08/27/02
End Environmental Phase (PA&ED Milestone)						07/19/13
Begin Design (PS&E) Phase						01/01/03
End Design Phase (Ready to List for Advertisement Milestone)						03/01/16
Begin Right of Way Phase						01/01/03
End Right of Way Phase (Right of Way Certification Milestone)						03/01/16
Begin Construction Phase (Contract Award Milestone)						11/02/16
End Construction Phase (Construction Contract Acceptance Milestone)						01/31/19
Begin Closeout Phase						02/02/19
End Closeout Phase (Closeout Report)						08/01/19

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 3] (2424 : Monte Vista GS CMA and Funding Agreement)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised July 2013)

Date: 1/27/16

District	County	Route	EA	Project ID	PPNO	TCRP No.
08	SBD				T0551	55.1
Project Title: Monte Vista Avenue Grade Separation at UPRR Line						

Proposed Total Project Cost (\$1,000s)								Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total
E&P (PA&ED)	203							203
PS&E	1,150	1,800						2,950
R/W SUP (CT)								
CON SUP (CT)								
R/W	8,333							8,333
CON			22,639					22,639
TOTAL	9,686	1,800	22,639					34,125

Fund No. 1:	Trade Corridor Improvement Funds (TCIF)								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			2,113					2,113	
TOTAL			2,113					2,113	

Fund No. 2:	Project of National and Regional Significance (PNRS)								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			12,152					12,152	
TOTAL			12,152					12,152	

Fund No. 3:	SANBAG Measure I								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,576					3,576	
TOTAL			3,576					3,576	

Fund No. 4:	Local City Funds								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E		360						360	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,798					3,798	
TOTAL		360	3,798					4,158	

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 3] (2424 : Monte Vista GS CMA and Funding Agreement)

Fund No. 5:	UPRR								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			1,000					1,000	
TOTAL			1,000					1,000	

Fund No. 6:	Traffic Congestion Relief Program (TCRP)								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)	203							203	
PS&E	1,150							1,150	
R/W SUP (CT)									
CON SUP (CT)									
R/W	8,333							8,333	
CON									
TOTAL	9,686							9,686	

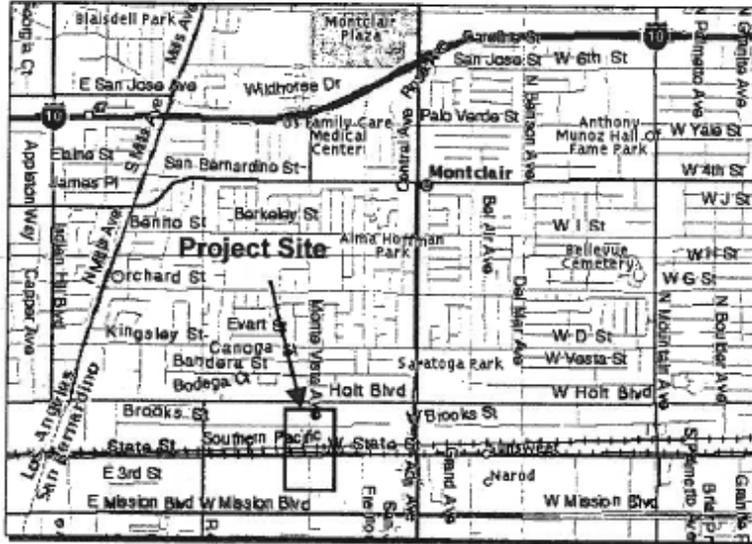
Fund No. 7:	Federal DEMO								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E		1,440						1,440	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL		1,440						1,440	

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 3] (2424 : Monte Vista GS CMA and Funding Agreement)

EXHIBIT B

CITY OF MONTCLAIR
Redevelopment / Public Works Department
5111 Benito Street
Montclair, CA 91763

PROJECT REPORT



MONTE VISTA AVENUE / UNION PACIFIC RAILROAD
GRADE SEPARATION

Approved by:

Michael Hudson, P.E., City Engineer
Tel: (909) 625-9441

Report Prepared by:

Lim & Nascimento Eng. Corp.

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 3] (2424 : Monte Vista GS CMA and Funding Agreement)

EXHIBIT C

Trade Corridor Improvement Fund Project Benefits Form

Project Title: Monte Vista Ave. Grade Separation

Project Category: Grade Separations

Project Type: Removal of at Grade Crossing

Outputs: One Grade Crossings eliminated

Outcomes:	Outcome	Performance Measure (suggested Indices) (EXAMPLES)
	Safety	Eliminate potential accidents with at grade crossings of rail lines
	Velocity	Reduction of 55.4 existing daily vehicle hours Reduction of 137 daily vehicle hours in 2035
	Throughput	Elimination of current gate down time of 1.1 hours per day Eliminate of gate down time of 2.3 hours per day in 2035
	Reliability	Eliminate emergency vehicle delay time up to 5 minutes
	Congestion Reduction	Eliminate current at grade vehicle queue rate of 415 vehicles per hour per lane Eliminate current at grade vehicle queue rate of 512 vehicles per hour per lane in 2035
	Emissions Reduction	0.00001 Reduction of Tons per Year of Particulate Matter (PM2.5, PM10) 0.17 Reduction of Tons per Year of Carbon Dioxide (CO2) 0.00012 Reduction of Tons per Year of Nitrogen Oxides (NOx) 0.00005 Reduction of Tons per Year of ROG

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 3] (2424 : Monte Vista GS CMA and Funding Agreement)

Minute Action

AGENDA ITEM: 10

Date: *February 11, 2016*

Subject:

Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2016/2017

Recommendation:

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

Approve the following amounts for consideration in the SANBAG Fiscal Year 2016/2017 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program:

- Valley Major Street Arterial Sub-Program: \$10,780,897.43
- Valley Major Street Project Advancement Program: \$8,188,822.36
- Valley Major Street Project Advancement Program Adjustment Repayment: \$2,538,438.77

Background:

SANBAG staff is engaged in the allocation planning process for Fiscal Year 2016/2017. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. One of the allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street Arterial Sub-program and Valley Major Street Project Advancement Agreement (PAA) Program.

Arterial PAAs were entered into for projects that were initiating construction prior to January 31, 2009, and eligible for reimbursement from the Measure I 2010-2040 Major Streets Program beginning in April 2010. The local agencies advanced the funds necessary to complete the projects and are reimbursed the public share of project costs over time. SANBAG's total public share of eligible PAA project invoices to date is approximately \$70 million and the remaining reimbursable balance is approximately \$8.2 million. Final reconciliation and reimbursements are anticipated in Fiscal Year 2017/2018.

The Valley Major Street Program receives 20% of the Valley Measure I revenue. Per the Measure I Strategic Plan Policy 40002 PA-9, the Valley Arterial PAA program is allocated 40% of the projected Measure I Valley Major Street program revenue off the top. The remaining revenue is allocated to two sub-programs with the grade separation sub-program receiving 33% of the remaining program funds and the arterial sub-program receiving 67%. In early 2012 SANBAG staff conducted an analysis and found that only 15% of the allocated arterial funds had been invoiced in Fiscal Year 2010/2011. Per Policy PA-9, PAA reimbursement may be increased above 40% if other project needs are less than the remaining 60%.

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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As a result, staff recommended and the SANBAG Board approved increasing the Fiscal Year 2012/2013 Arterial PAA allocation by an amount equal to the unused Fiscal Year 2010/2011 Arterial Sub-program allocation to facilitate accelerated payoff of the Arterial PAA program. This was repeated in the subsequent fiscal years. As of December 31, 2015, approximately 25% of the total arterial funds allocated between Fiscal Year 2010/2011 and Fiscal Year 2015/2016 have been invoiced by the local agencies. This lowered need and usage of the funds for the Major Street Arterial Sub-program has allowed a quicker repayment of PAA project invoices.

The PAA adjustment has benefited the local jurisdictions as it allowed PAA reimbursements to proceed at a faster pace. The expectation has been that the reimbursements could be applied to the delivery of additional projects in each of the jurisdictions. Concern had been expressed by several jurisdictions that this action would have put their own future allocations at risk or delayed access to those allocations. However, this has not been the case as the Measure I Strategic Plan contained several protections against this and most of the agencies have chosen to “bank” arterial funds for specific, larger projects.

At 40% of projected program revenues, the PAA allocation is \$10,727,261.13. Given the remaining balance of reimbursable PAA invoices is less than this amount, staff is recommending that the excess Fiscal Year 2016/2017 Arterial PAA allocation, approximately \$2.5 million, be used to reimburse agencies that deferred Arterial Sub-program allocations to benefit the PAA program. It is anticipated these deferred allocations can be fully reimbursed in Fiscal Year 2017/2018.

In Table 1, the proposed PAA allocations are based on the remaining invoices. Actual amounts may change when invoices are reviewed before reimbursement begins.

Table 1
Proposed Allocation to Project Advancement Agreement Program ⁽¹⁾

Jurisdiction	Public Share of Eligible Invoices	Payments to Date	FY16/17 PAA Allocation Amount	Balance Due
Chino	\$2,409,779.50	\$2,388,521.57	\$21,257.93	\$0.00
Chino Hills	\$7,692,997.37	\$5,511,612.21	\$2,181,385.16	\$0.00
Fontana	\$34,929,154.93	\$32,074,314.85	\$2,854,840.08	\$0.00
Highland	\$170,493.90	\$170,493.90	\$0.00	\$0.00
Rancho Cucamonga	\$20,628,713.19	\$17,504,515.07	\$3,124,198.12	\$0.00
Rialto	\$898,003.56	\$898,003.56	\$0.00	\$0.00
Yucaipa	\$2,724,856.41	\$2,717,715.34	\$7,141.07	\$0.00
Total	\$69,453,998.86	\$61,265,176.50	\$8,188,822.36	\$0.00

(1) Amounts in table are estimates. Jurisdictions will be individually notified by SANBAG of actual reimbursement amounts.

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Table 2 shows the proposed Fiscal Year 2016/2017 Measure I Valley Arterial Sub-program allocations, as well as the cumulative allocation amounts for Fiscal Year 2010/2011 through 2015/2016 and the invoices received as of January 31, 2016.

Each jurisdiction will have access to their cumulative total, less what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1 and was reviewed with the Transportation Technical Advisory Committee (TTAC) on February 1, 2016.

Table 2
Measure I Major Street Arterial Program
FY2016/2017 Allocation Proposal

Jurisdiction	Equitable Share	Allocations				Allocation Status	
		Cumulative Allocation FY10/11 through FY15/16	Proposed FY16/17 Allocation	Proposed ⁽¹⁾ FY12/13 PAA Adjustment Reimbursement	Proposed FY16/17 Allocation	Proposed Total Allocations FY10/11 through FY16/17	Total Invoicing through Jan 31, 2016
Chino	7.591%	\$2,804,402.54	\$818,377.92	\$285,708.80	\$1,104,086.73	\$3,908,489.27	\$298,945.94
Chino Hills	2.194%	\$752,334.41	\$236,532.89	\$82,703.31	\$319,236.20	\$1,071,570.61	\$0.00
Colton	2.534%	\$926,059.61	\$273,187.94	\$93,985.34	\$367,173.28	\$1,293,232.89	\$101,856.66
Fontana	19.400%	\$7,055,631.64	\$2,091,494.10	\$508,277.31	\$2,599,771.41	\$9,655,403.05	\$1,363,192.13
Grand Terrace	1.389%	\$515,704.61	\$149,746.67	\$52,627.76	\$202,374.43	\$718,079.04	\$54,997.22
Highland	6.777%	\$2,324,976.91	\$730,621.42	\$255,633.26	\$986,254.68	\$3,311,231.58	\$0.00
Loma Linda	4.074%	\$1,400,654.92	\$439,213.76	\$154,130.51	\$593,344.27	\$1,993,999.20	\$0.00
Montclair	0.597%	\$205,055.47	\$64,361.96	\$16,638.92	\$81,000.88	\$286,056.34	\$6,308.40
Ontario	12.272%	\$4,206,774.97	\$1,323,031.73	\$356,709.82	\$1,679,741.55	\$5,886,516.52	\$269,846.67
Rancho Cucamonga	5.044%	\$2,033,694.92	\$543,788.47	\$17,757.65	\$561,546.12	\$2,595,241.04	\$2,009,407.74
Redlands	4.854%	\$1,672,519.62	\$523,304.76	\$184,206.06	\$707,510.82	\$2,380,030.44	\$0.00
Rialto	3.831%	\$1,432,913.46	\$413,016.18	\$146,613.10	\$559,629.28	\$1,992,542.75	\$1,403,900.99
San Bernardino	7.857%	\$2,723,729.97	\$847,055.11	\$296,984.91	\$1,144,040.02	\$3,867,769.99	\$120,974.22
Upland	2.743%	\$877,692.34	\$295,720.02	\$86,462.01	\$382,182.03	\$1,259,874.37	\$820,894.87
Yucaipa	5.965%	\$2,556,143.69	\$643,080.53	\$0.00	\$643,080.53	\$3,199,224.22	\$381,060.00
County	12.878%	\$6,662,356.28	\$1,388,363.97	\$0.00	\$1,388,363.97	\$8,050,720.25	\$3,661,916.00
TOTALS	100.000%	\$38,150,645.36	\$10,780,897.43	\$2,538,438.77	\$13,319,336.20	\$51,469,981.56	\$10,493,300.84

- (1) Staff recommends using excess revenue from the PAA set-aside to reimburse agencies that loaned funds to advance PAA payoffs. Staff recommends reimbursing the oldest loans first on a proportional basis. Amounts in table are estimates.

The Measure I Strategic Plan anticipated the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions based on the fluctuation in project delivery schedules. It was designed to optimize the use of the available funds for the Major Street Program and expedite project delivery, while providing assurances that each jurisdiction would receive its equitable share. The objective was to put the funds to work, not retain them in SANBAG accounts. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

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Financial Impact:

This item has no impact on the approved Fiscal Year 2015/2016 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee. This item was reviewed by the Transportation Technical Advisory Committee on February 1, 2016.

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: February 11, 2016
Witnessed By:

ATTACHMENT 1

FY 16/17 Measure I Major Street Arterial Program & Project Advancement Agreement Program Allocation Proposal Detailed Calculations

Estimated FY 16/17 + Excess FY 14/15 Major Streets Arterial Revenue \$ 26,818,152.82
 PAA set-aside (40%) \$ 10,727,261.13
 Arterial Portion(67% of balance) \$ 10,780,897.43
 Grade Separation Portion (33% of balance) \$ 5,309,994.26

PAA Invoice Balance ⁽¹⁾	To Be Applied to Adjustments
\$ 8,188,822.36	\$ 2,538,438.77

Partial FY12/13 PAA Payback 59.19%

		Prior FY Allocations and Invoicing				PAA Adjustments to Allocation (Future Arterial Allocations)					PAA Adjustment Repayment		FY 16/17 Allocation	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Jurisdiction	Equitable Share	Cumulative Allocation FY10/11-15/16	Arterial Invoicing through January 31, 2016	Allocation Balance through January 31, 2016	FY12/13 PAA adjustment	FY13/14 PAA adjustment	FY14/15 PAA adjustment	FY15/16 PAA Adjustment	Total PAA adjustment through FY16/17	Proposed Partial Repayment of FY12/13 Adjustment with Excess PAA Set-Aside ⁽²⁾	Proposed PAA Adjustment Balance after Repayment	Proposed FY16/17 Allocation "by formula"	Proposed FY 16/17 Allocation "by formula" with Partial FY12/13 PAA Payback	
Chino	7.591%	\$2,800,621.59	\$298,945.94	\$2,501,675.65	\$482,680.00	\$638,400.00	\$0.00	\$0.00	\$1,121,080.00	\$285,708.80	\$835,371.20	\$818,377.92	\$1,104,086.73	
Chino Hills	2.194%	\$749,815.61	\$0.00	\$749,815.61	\$139,720.00	\$184,800.00	\$45,850.00	\$13,290.00	\$383,660.00	\$82,703.31	\$300,956.69	\$236,532.89	\$319,236.20	
Colton	2.534%	\$940,348.16	\$101,856.66	\$838,491.50	\$158,780.00	\$210,000.00	\$0.00	\$0.00	\$368,780.00	\$93,985.34	\$274,794.66	\$273,187.94	\$367,173.28	
Fontana	19.400%	\$7,013,582.47	\$1,363,192.13	\$5,650,390.34	\$858,690.00	\$1,227,430.00	\$394,475.64	\$528,350.00	\$3,008,945.64	\$508,277.31	\$2,500,668.33	\$2,091,494.10	\$2,599,771.41	
Grand Terrace	1.389%	\$511,082.35	\$54,997.22	\$456,085.13	\$88,910.00	\$117,600.00	\$0.00	\$0.00	\$206,510.00	\$52,627.76	\$153,882.24	\$149,746.67	\$202,374.43	
Highland	6.777%	\$2,315,308.71	\$0.00	\$2,315,308.71	\$431,870.00	\$571,200.00	\$141,720.00	\$41,070.00	\$1,185,860.00	\$255,633.26	\$930,226.74	\$730,621.42	\$986,254.68	
Loma Linda	4.074%	\$1,389,730.90	\$0.00	\$1,389,730.90	\$260,390.00	\$344,400.00	\$85,450.00	\$24,760.00	\$715,000.00	\$154,130.51	\$560,869.49	\$439,213.76	\$593,344.27	
Montclair	0.597%	\$203,795.22	\$6,308.40	\$197,486.82	\$28,110.00	\$44,090.00	\$22,500.00	\$9,930.00	\$104,630.00	\$16,638.92	\$87,991.08	\$64,361.96	\$81,000.88	
Ontario	12.272%	\$4,195,003.96	\$269,846.67	\$3,925,157.29	\$602,630.00	\$1,033,200.00	\$434,900.00	\$74,290.00	\$2,145,020.00	\$356,709.82	\$1,788,310.18	\$1,323,031.73	\$1,679,741.55	
Rancho Cucamonga	5.044%	\$2,010,159.95	\$2,009,407.74	\$752.21	\$30,000.00	\$428,400.00	\$167,297.35	\$0.00	\$625,697.35	\$17,757.65	\$607,939.70	\$543,788.47	\$561,546.12	
Redlands	4.854%	\$1,653,178.53	\$0.00	\$1,653,178.53	\$311,200.00	\$411,600.00	\$102,120.00	\$29,600.00	\$854,520.00	\$184,206.06	\$670,313.94	\$523,304.76	\$707,510.82	
Rialto	3.831%	\$1,403,900.99	\$1,403,900.99	\$0.00	\$247,690.00	\$327,600.00	\$0.00	\$0.00	\$575,290.00	\$146,613.10	\$428,676.90	\$413,016.18	\$559,629.28	
San Bernardino	7.857%	\$2,705,645.20	\$120,974.22	\$2,584,670.98	\$501,730.00	\$663,600.00	\$164,650.00	\$23,498.68	\$1,353,478.68	\$296,984.91	\$1,056,493.77	\$847,055.11	\$1,144,040.02	
Upland	2.743%	\$1,063,942.82	\$820,894.87	\$243,047.95	\$146,070.00	\$0.00	\$0.00	\$207,090.00	\$353,160.00	\$86,462.01	\$266,697.99	\$295,720.02	\$382,182.03	
Yucaipa	5.965%	\$2,541,429.09	\$381,060.00	\$2,160,369.09	\$0.00	\$504,000.00	\$0.00	\$36,240.00	\$540,240.00	\$0.00	\$540,240.00	\$643,080.53	\$643,080.53	
County	12.878%	\$6,653,098.82	\$3,661,916.00	\$2,991,182.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388,363.97	\$1,388,363.97	
TOTALS	100.00%	\$38,150,644.36	\$10,493,300.84	\$27,657,343.52	\$4,288,470.00	\$6,706,320.00	\$1,558,962.99	\$988,118.68	\$13,541,871.67	\$2,538,438.77	\$11,003,432.90	\$10,780,897.43	\$13,319,336.20	
Arterial Allocation (67% after PAA set-aside)	100.00%	\$38,150,644.36	\$10,493,300.84	\$27,657,343.52	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$10,780,897.43	\$13,319,336.20	
PAA set-aside (40% off top)	n/a	\$48,261,668.68	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$10,727,261.13	\$10,727,261.13	
PAA adjustment	n/a	\$13,541,871.66	n/a	n/a	\$4,288,470.00	\$6,706,320.00	\$1,558,962.99	\$988,118.68	\$13,541,871.67	\$2,538,438.77	\$11,003,432.90	n/a	\$ (2,538,438.77)	
Total Arterial Program	n/a	\$99,954,184.70	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$21,508,158.56	\$21,508,158.56	

NOTES:

- (1) PAA Invoice Balance is the amount needed to pay all the remaining public share of eligible invoices received to date. Any additional eligible invoices submitted up to the contract maximum will be paid in FY17/18.
- (2) Excess Revenue from the PAA Program is proposed to pay back oldest PAA adjustments first

Attachment: Attachment 1 - Allocation Proposal [Revision 3] (2149 : Measure I Valley Major Street

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Curt Hagman Board of Supervisors	X											
James Ramos Board of Supervisors	X											
Janice Rutherford Board of Supervisors	X											
Josie Gonzales Board of Supervisors	X											
Robert Lovingood Board of Supervisors	X											
Rich Kerr City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X											
Dennis Yates City of Chino	X											
Ed Graham City of Chino Hills	X											
Frank Navarro City of Colton	X											
Michael Tahan City of Fontana	X											
Darcy McNaboe City of Grand Terrace	X											
Eric Schmidt City of Hesperia												
Larry McCallon City of Highland	X											

Communication: Attendance (Additional Information)

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

MVSSatt16 Shaded box = No meeting

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X											
Paul Eaton City of Montclair	X											
Edward Paget City of Needles												
Alan Wapner City of Ontario	X											
L. Dennis Michael City of Rancho Cucamonga												
Jon Harrison City of Redlands	X											
Deborah Robertson City of Rialto												
R. Carey Davis City of San Bernardino	X											
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland	X											
Ryan McEachron City of Victorville	X											
Dick Riddell City of Yucaipa	X											
George Huntington Town of Yucca Valley												

Communication: Attendance (Additional Information)

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

MVSSatt16 Shaded box = No meeting

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.

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