Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: May 6, 2009

Subject: Amendment No. 1 to Contract No. 06-043 with Jacobs Project Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:* Approve Amendment No. 1 to Contract No. 06-043 with Jacobs Project Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino for an additional $28,228,797 to increase the total contract value to $31,519,722.

Background: **This is an amendment to an existing contract.** SANBAG executed a contract with Jacobs Civil Inc. for construction management services for the I-215 5th Street Bridge project in 2006 for a total of $3,290,925 of which $156,711 was contingency. Within the scope of services was an option to add additional segments of the I-215 corridor as an amendment at a later date. Since the scope of this amendment is significantly larger than the original contract and there was an option as to whether to amend the Jacobs contract or recomplete the work, an agenda item was taken to the Board last year to confirm which direction to proceed. In April, 2008, the Board approved moving forward with an amendment to the existing contract with Jacobs for work on Interstate 215 Segments 1 and 2 instead of recompleting for this additional work.

Construction on I-215 Segments 1 and 2 is currently scheduled to start in the fall of this year with the advertising period for this construction work starting in June, 2009. It is important to have the construction management consultant under contract prior to going out for bids to facilitate the bidding process, answer bid questions, and facilitate any addendums to the bid package. This amendment increases the base contract by $25,805,007 and adds $2,423,790 in contingency.

*

Approved
Board of Directors

Date: *May 6, 2009*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0905e-gc.docx
Attachments: A0604301

This brings the total base contract value to $28,939,221 with a total contingency of $2,580,501, none of which has yet been released.

The contract responsibilities with Jacobs Civil Inc. are also being legally transferred (novated) to Jacobs Project Management Co. as part of this agreement amendment.

The funding for this contract will be through an anticipated mixture of State and Federal funds. Any additional contract changes required to be in compliance with the criteria for these funds will be reviewed and approved by legal counsel and incorporated into the final version of the document prior to Board approval.

Financial Impact: Item is consistent with current Fiscal Year 2008/2009. Construction funds will be considered as part of the budget in future fiscal years. TN 838

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on April 9, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 06-043-01

by and between

San Bernardino County Transportation Authority

and

Jacobs Project Management Co.

for

Construction Management Services for I-215 5th Street Overcrossing and Segments 1 and 2

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	Retention: ☐ Yes ____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 3,134,214	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 156,711	Current Amendment:	$ 25,805,007
		Current Amendment Contingency:	$ 2,423,790

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 31,519,722

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
838	5553	Regional ARRA	_____	$ 17,391,789
838	5553	RIP	_____	$ 10,837,008

Original Board Approved Contract Date:	7/5/06	Contract Start: 7/5/06	Contract End: 1/15/10
New Amend. Approval (Board) Date:	5/6/09	Amend. Start: 5/6/09	Amend. End: 1/15/14

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 08/09 $ 100,000	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 28,128,797

Is this consistent with the adopted budget? ☒Yes ☐No

If yes, which Task includes budget authority? 8386043

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes ____%

Task Manager: **Garry Cohoe**	Contract Manager: **Dennis Saylor**
Garry Cohoe 4/17/09 Task Manager Signature Date	Dennis Saylor 4/16/09 Contract Manager Signature Date
Dillon Strand 4/17/09 Chief Financial Officer Signature Date	

A0604301

AMENDMENT NO. 1

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

JACOBS CIVIL INC.

FOR

CONSTRUCTION MANAGEMENT SERVICES, INTERSTATE 215 5TH STREET BRIDGE AND SEGMENTS 1 AND 2

This AMENDMENT NO. 1 to CONTRACT NO. 06-043 entered into as of this Sixth day of May, 2009, by the firm of Jacobs Civil Inc. (hereafter called CONSULTANT) and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH:

WHEREAS, SANBAG, under SANBAG Contract No. 06-043 has engaged the services of CONSULTANT to provide Construction Management Services for the I-215, 5th Street Overcrossing Project with an option to provide the same services on other portions of the corridor; and

WHEREAS, I-215 Segments 1 and 2 are anticipated to start construction later this year with SANBAG as the lead agency managing this effort and Construction Management Services required for this new work effort; and

WHEREAS, SANBAG desires to exercise its option to have CONSULTANT perform Construction Management Services for I-215 Segments 1 and 2; and

WHEREAS, the duration of these activities will extend beyond the current completion date of the existing contract; and

WHEREAS, as a part of a corporate consolidation, Jacobs Civil Inc. is in the process of being liquidated and contracts for construction management services are being novated to Jacobs Project Management Co.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 06-043 as follows:

1. Revise Article 1, Description of Services, to add Attachment "C" to the Services to be performed by CONSULTANT.

2. Replace Article 2.1, with the following:
   "The Period of Performance by CONSULTANT under this Contract shall commence on July 5, 2006 and shall continue in effect until January 15, 2014 or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG".

3. Under Article 3, Contract Price and Principles, revise Section 3.2 to read as follows:

   The total cost shall not exceed $31,519,722.00 with a contingency of $2,580,501. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" for the 5th Street Overcrossing work and Attachment "C" for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" for the 5th Street Overcrossing and Attachment "C" for the work on Segments 1 and 2. CONSULTANT's fee will be paid by SANBAG on an earned basis as set forth in Section 6.5.

4. Under Article 3, Contract Price and Principles, revise Section 3.3 to read as follows:

   CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the 5th Street Overcrossing and Attachment "C" for Segments 1 and 2 for the duration. The fixed overhead rates will not be subject to adjustment. Overtime and premium rates are not permitted without prior authorization from SANBAG. For the 5th Street Bridge project, executed under Attachment "B", the maximum salary rate established for this work is $60.00 per hour and shall remain at this rate for the first twelve months of this contract after which an escalation of no more than 5% per year will be allowed. The only personnel with a higher salary rate are the Project Manager at $70.00 per hour and the Senior Resident Engineer and Senior Structural at $65.00 per hour. These maximum salary rates are not in effect for the work in Segments 1 and 2 identified in Exhibit 1 and budgeted in Attachment "C".

5. Under Article 3, Contract Price and Principles, revise the first sentence of Section 3.6 to read as follows:

   Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A" for 5th Street Overcrossing and Attachment "C" for Segments 1 and 2) shall not be compensated without prior written authorization from SANBAG.

6. Under Article 7, add section 7.3 as follows:

The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract.

7. Revise Article 15, Section 15.2 to show the following key personnel:

Hank Alonso, Tom Olson, and Doug Franco.

8. Jacobs Project Management Co. will assume the terms and conditions and all of the corresponding duties, obligations, responsibilities, and interests of Contract No. 06-043, this Amendment and any further amendments from Jacobs Civil Inc.

9. Except as amended by this Amendment, all other provisions of Contract No. 06-043 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

JACOBS PROJECT MANAGEMENT CO.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS/SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Contract 06-043, Attachment "C"

SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT
I-215 Segment 1 & 2

INDEX

A. DESCRIPTION OF SERVICES

B. PERFORMANCE REQUIREMENTS

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
2. Bid Process
3. Project Administration
4. Construction Coordination
5. Construction Inspection
6. Project Support
7. Cost and Schedule
8. Change Orders and Claims
9. Safety
10. Project Close Out

D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

F. MATERIALS TO BE FURNISHED BY AGENCY

G. STANDARDS

H. LIMITATIONS TO AUTHORITY

I. THIRD PARTY RELATIONSHIPS

J. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below.

SEGMENT 1 AND SEGMENT 2 MAINLINE CONTRACTS

Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and structures.
  - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
  - Construction of a new undercrossing structure at 2nd Street and 3rd Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
  - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
  - Construction of new overcrossing structures at Ninth Street, Baseline, 16th Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be under construction concurrently and will require coordination of the construction activities.

The Segment 1 & 2 project, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Garry Cohoe
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segments or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after Caltrans acceptance of the Project.

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

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

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

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor

2. Safety and accident prevention provisions for the Project

3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

Although CONSULTANT may observe the work of construction Contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility under the contracts for construction.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Project segments will be executed under multiple construction contracts as described in the Project Description. Where the terms "Segment", "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, in an effort to improve the efficiency of Contractor and CONSULTANT operations.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, in an effort to improve the efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

1. Review of bid for completeness and responsiveness

2. Perform bid analysis

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

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

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

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

3. Project Administration

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

b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, Caltrans, and design engineer, as appropriate.

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

d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for

payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

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

g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.

h. CONSULTANT shall review environmental requirements.

i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Caltrans, as required.

j. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all provisions of the Caltrans Quality Assurance Program Manual.

k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.

l. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all provisions of the approved Storm Water Pollution Prevention Plan (SWPPP).

m. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.

b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, SANBAG's construction surveyor, SANBAG's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers, cities, and the public.

c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager and Segment Managers.

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

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

f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to determine if the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

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

h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Segment Manager and the design engineer.

j. CONSULTANT shall review and comment upon falsework and shoring plans.

k. CONSULTANT shall review and comment upon Traffic Control Plans.

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

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall notify appropriate Caltrans, City, and local agency personnel of pending inspections as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

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

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

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction (Greenbook). CONSULTANT

personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the California Manual of Uniform Traffic Control. In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans Storm Water Pollution Prevention Program.

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

1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

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

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

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

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

6. Assisting in the preparation of as-built plans.

7. Providing inspections for environmental compliance.

8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.

9. Monitoring Contractors' compliance with applicable regulations required by AQMD.

10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

SANBAG will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements, under separate contract. CONSULTANT shall coordinate all staking, with the SANBAG surveyor.

b. Materials Testing and Geotechnical Services

SANBAG will provide all necessary Project related materials acceptance testing, under separate contract. Caltrans will provide assurance testing services. CONSULTANT shall coordinate all materials testing with SANBAG and Caltrans testers.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for Interstate 215. SANBAG shall coordinate public awareness for the Interstate 215 Projects directly in conjunction with Caltrans. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each segment for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

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

8. Contract Change Orders and Claims

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

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

1. Agreed Price

2. Adjustment in compensation to a bid item

3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.

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

9. Safety

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

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

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

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

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

10. Project Close Out

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

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

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

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

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

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

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

D. DELIVERABLES

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

2. Monthly Project Activity Summary Reports

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

4. Contractor final payment documents, delivered to SANBAG no later than ninety (90) calendar days after acceptance by SANBAG of the completed construction projects

5. Project Completion Report

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

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.

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

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

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.

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

3. SANBAG will provide office space, Consultant will provide telephones, desks, chairs, computers, and appropriate office equipment.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. California Manual of Uniform Traffic Control Devices

5. Caltrans Standard Specifications and Standard Plans.

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

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

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

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

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

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

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

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

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

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

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

In addition, Caltrans will provide a corridor coordinator. The Resident Engineer needs to coordinate all schedule impacts, railroad scheduling, and public information items with this coordinator. The coordinator will have authority over the Resident Engineer in terms of ultimate decisions on these schedule items.

CONSULTANT shall also provide an inspector familiar with City of San Bernardino standards who can work in conjunction with the City to address the City's inspection concerns.

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

Minimum qualifications shall be as follows:

a. Six (6) years project management experience on similar highway and bridge construction projects.

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

c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

a. Review, monitor, train, and provide general direction for CONSULTANT inspection personnel.

b. Assign personnel to projects on an as-needed basis.

c. Administer personal leave.

d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

a. Eight (8) years resident engineer experience on similar highway construction projects.

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

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

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

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between various project Contractors and SANBAG's Segment Managers and Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

a. Four (4) years resident engineer experience on similar highway construction projects.

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

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

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

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between SANBAG's Segment Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

a. Six years (6) construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.

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

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

d. Ability to direct the efforts of subordinate inspectors.

e. Understanding of Caltrans field and construction office procedures.

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

The Lead Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of highway construction.

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

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

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

4. Field Inspector

Minimum qualifications shall be as follows:

a. Two years construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil transportation engineering.

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

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

d. Understanding of Caltrans construction methods and practices.

e. Ability to use typical computer programs for word processing and spreadsheets.

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

The Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of highway construction.

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

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Perform quantity calculations for progress pay estimates and maintain Project records.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

a. Six (6) years of bridge or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil engineering.

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

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

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

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.

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

g. Ability to direct the efforts of subordinate inspectors.

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

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

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

b. Make grade, alignment, quantity, falsework, and shoring calculations.

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

d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

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

f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants under contract with SANBAG.

g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

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

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

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

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

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

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

The Structural Inspector will assume the following functional responsibilities:

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

b. Make grade, alignment, quantity, falsework, and shoring calculations.

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

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

7. Office Engineer

Minimum Qualifications shall be as follows:

a. Two years (2) office engineering on similar Caltrans highway and/or bridge construction projects.

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

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

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

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

The Office Engineer will assume the following functional responsibilities:

a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.

b. Prepare and process contract change orders.

c. Monitor construction budget and schedule.

d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

e. Perform routine calculations and checking of quantities.

f. Coordinate all office activities and functions with SANBAG representatives.

Exhibit 2
Contract 06-043

Exhibit Pricing

CONSULTANT: Jacobs
CONTRACT NUMBER: 06-043
SCOPE OF WORK: Segment 1 and 2

FIELD OFFICE COSTS

NAME/POSITION	HOURS	EST WAGE RATE	TOTAL $
Jacobs			
Project Manager	848	$ 105.28	$ 90,126.73
Senior Resident Engineer	9,328	$ 73.93	$ 689,801.42
Resident Engineer	8,944	$ 67.48	$ 603,528.41
Project Control/Scheduling	4,160	$ 76.88	$ 319,819.80
Field Inspector	15,345	$ 70.63	$ 1,083,752.52
Structural Inspector	20,745	$ 64.24	$ 1,332,643.29
Safety	792	$ 61.75	$ 48,909.58
TOTAL	60,162	TOTAL COST	$ 4,168,375.73
Jacobs Overhead	110.00%	TOTAL LABOR	$ 4,585,213.33
Jacobs Fee	10.00%	TOTAL FEE	$ 875,358.91
		TOTAL	$ 9,638,947.99
NDR			
Field Inspector	18,356	$ 54.05	$ 991,817.80
Electrical Inspector	7,400	$ 54.05	$ 399,830.38
Structural Inspector	15,595	$ 54.05	$ 842,634.48
Railroad Coordinator	1,056	$ 52.61	$ 55,556.63
TOTAL	41,351	TOTAL COST	$ 2,289,848.29
NDR Overhead	124.02%	TOTAL LABOR	$ 2,839,869.84
NDR Fee	10.00%	TOTAL FEE	$ 512,971.81
		TOTAL	$ 5,642,689.94
Vail Cooper			
Senior Structural Rep	9,328	$ 71.78	$ 669,542.48
Field Inspector	18,356	$ 53.66	$ 984,936.10
Structural Inspector	15,595	$ 54.05	$ 842,634.48
Electrical Inspector	7,400	$ 54.74	$ 405,100.49
Office Engineer	9,328	$ 33.18	$ 309,482.13
TOTAL	50,679	TOTAL COST	$ 3,211,695.61
Vail Cooper Overhead	145.38%	TOTAL LABOR	$ 4,701,280.04
Vail Cooper Fee	10.00%	TOTAL FEE	$ 791,297.56
		TOTAL	$ 8,704,273.21
Karen Meadows			
Labor Compliance	1,380	$ 79.87	$ 110,224.85
TOTAL	1,380	TOTAL COST	$ 110,224.85
Karen Meadows Overhead	75.00%	TOTAL LABOR	$ 82,668.64
Karen Meadows Fee	10.00%	TOTAL FEE	$ 19,289.35
		TOTAL	$ 212,182.84
TOTAL	153,572		$ 24,188,094.00

OTHER DIRECT COST

Vehicles	$ 1,457,913.00
Misc Supplies & Equip	$ 159,000.00
TOTAL ODC	$ 1,616,913.00
TOTAL LABOR + FEE + ODC	$ 25,805,007.00

I-215 -- Consultant Rates - Exhibit Pricing - 27-Mar-2009-11am-am

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **16**

Date: May 6, 2009

Subject: I-215 Bi-County Projects

Recommendation:*

1) Approve Cooperative Agreement No. C09177 (District Agreement No. 8-1435) with Caltrans for PA&ED for the I-215 Bi County HOV Gap Closure Project.

2) Approve Amendment No. 2 to Contract No. 03045 with LSA Associates decreasing the total contract amount from $4,077,878.06 to $2,050,950.77.

3) Approve Amendment No. 2 to Contract No. 03046 with LAN Engineering decreasing the total contract amount from $7,422,121.15 to $5,808,927.61.

Background: On February 4, 2009, the Board approved a budget amendment to include the I-215 Bi County HOV Gap Closure project as a new task (TN 839) and to make it a priority to commit funds for project development and construction of the project.

As staff reported in February 2009, the I-215 Bi County HOV Gap Closure project is a product of imploying innovative means to down scope the I-215 Bi County Widening between the Riverside County Line to Orange Show Road in the near term. As a result of this down scoped project, cooperative agreements and amendments to the engineering and environmental services contracts are required. The Measure 2010-2040 Strategic Plan shows the ultimate I-215 improvements being completed late in the Measure.

*

Approved
Board of Directors

Date: *May 6, 2009*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0905f-gc.docx
Attachments: C09177, a03045-02, a03045-02 Table 1, a03045-02 Attachment A, a03046-02, a03046-02 Table 1, a03046-02 Attachment A

Staff previously recommended the approval of the Cooperative Agreement between RCTC and SANBAG at the March 2009 Board meeting. The Board approved the Agreement on March 4, 2009, and RCTC approved the Agreement at its February Commission meeting. This agreement established a partnership between SANBAG and RCTC to share costs and to assign the project development responsibilities for the PA&ED phase of the I-215 Bi County HOV Gap Closure project.

With the RCTC and SANBAG Cooperative Agreement in place, staff is recommending the approval of the Cooperative Agreement between Caltrans and SANBAG for the PA&ED phase of the I-215 Bi County HOV Gap Closure Project, as mandated by state law. This Agreement governs the allocation of roles and responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight.

Staff is also recommending the approval of the amendments to the LAN and LSA contracts. The amendments will revise the scope of services to include the preliminary engineering and environmental services for the I-215 Bi County HOV Gap Closure Project in lieu of such services for the I-215 Bi-County Ultimate Widening project. In addition, the existing scope of services for the I-215 Barton Road and I-215 Mt. Vernon/Washington Interchange projects are being amended to include extra scope of work that resulted from down scoping the interchange projects and down scoping the mainline project. The reduced scope resulted in the LSA contract being reduced to $2,050,950.77, and the LAN contract being reduced to $5,808,927.61. In summary, the revised scope of services includes preliminary engineering and environmental services for the I-215 Bi-County HOV Gap Closure project, the I-215 Mt. Vernon/Washington Interchange, and the I-215 Barton Road Interchange. The total of the two contracts is $7,859,878.38. For additional details regarding the scope of services and the fee of the I-215 Bi County projects, refer to the Attachments.

Financial Impact:

1) Approval of Item 1 has no direct financial obligation on SANBAG.

2) Approval of Item 2 is consistent with the adopted Fiscal Year Budget, 2008/2009, as amended.

3) Approval of Item 3 is consistent with the adopted Fiscal Year Budget 2008/2009, as amended.

Reviewed By: This item was reviewed and recommended for approval (13-0-1; Abstained: Paul Biane) by the Major Projects Committee on April 9, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09177
by and between
San Bernardino Associated Governments
and
Caltrans
for
I-215 Bi County HOV Gap Closure, PA&ED Phase

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # 8-1435 Vendor ID CD8	Retention: ☐ Yes ____ % ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 0	Previous Amendments Total:	$ ____
		Previous Amendments Contingency Total:	$ ____
Contingency Amount:	$ 0	Current Amendment:	$ ____
		Current Amendment Contingency:	$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
839	5553	N/A	N/A	$ 0
____	____	____	____	$ ____
____	____	____	____	$ ____
____	____	____	____	$ ____

Original Board Approved Contract Date: 5/6/09 Contract Start: 5/6/09 Contract End: 12/31/14

New Amend. Approval (Board) Date: ____ Amend. Start: ____ Amend. End: ____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 08/09 $ 0	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 0

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 839
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes ____%

Task Manager: **Garry Cohoe**	Contract Manager: **Gilbert Betancourt**
Garry Cohoe 4/2/09	Gilbert Betancourt 4/2/09
Task Manager Signature Date	Contract Manager Signature Date
4/3/09	
Chief Financial Officer Signature Date	

Filename: c09177

Form 28 06/06

08-Riv-215-PM 43.9/45.3
08-SBd-215-PM 0.0/5.0
I-215/Bi County
HOV Gap Closure
EA 0M940
District Agreement No. 8-1435
AUTHORITY Contract No. C09177

PA&ED
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the counties of Riverside and San Bernardino.

2. AUTHORITY desires to construct one High Occupancy Vehicle (HOV) lane in each direction on the Interstate 215 (I-215) between State Routes 60/91 Interchange in Riverside County and the I-215/Orange Show Road Interchange in San Bernardino County, referred to herein as "PROJECT."

3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT Project Approval and Environmental Document (PA&ED), all hereinafter referred to as PROJECT DEVELOPMENT, and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review, comment and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE. Funds for a portion of the above-mentioned PROJECT cost will be secured by AUTHORITY from other agencies.

4. STATE funds will not be used to finance any of the PROJECT DEVELOPMENT capital and support costs except as set forth in this Agreement.

5. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.

6. PROJECT design, right of way, landscape maintenance and construction phases will be the subject of a separate future agreement or agreements.

7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.

8. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT DEVELOPMENT capital and support costs except for costs of STATE's IQA and STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY using a funding source other than STATE funds.

2. To not use STATE funds for any PROJECT capital and support costs, except as set forth in this Agreement.

3. All PROJECT work performed by AUTHORITY or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.

4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

5. To have a Project Study Report/Project Report (PSR/PR) prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The PSR/PR for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY

agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect, if applicable.

6. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PSR/PR, prepare environmental documentation, including the investigative studies and technical environmental reports for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

7. Personnel who prepare the preliminary engineering and environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during Plans, Specifications and Estimate (PS&E), Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.

8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required PROJECT DEVELOPMENT work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.

9. To identify and locate all high and low risk underground facilities within the area of PROJECT.

10. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

    The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

11. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT as part of performing any work pursuant to this Agreement. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.

12. All aerial photography and photogrammetric mapping shall conform to STATE's current standards, if applicable.

13. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review, comment and approval, if appropriate, as the CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documentation prepared entirely by AUTHORITY and to provide IQA of all AUTHORITY PROJECT DEVELOPMENT work necessary for completion of the PSR/PR for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PSR/PR for PROJECT.

2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary, encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).

2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify

and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

3. The preparation of environmental documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

4. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

   If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

5. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.

6. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits,

agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

7. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

8. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

   STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

9. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.

10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals relied upon, produced,

created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

11. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

    HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

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

12. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

    STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs for HM-1 management activities.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

    Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

15. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.

16. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance and construction phases of PROJECT.

17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.

18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

19. 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 STATE, under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.

21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

22. This Agreement shall terminate upon satisfactory completion of all post PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
GARY C. OVITT
President

Attest: _____
VICKI WATSON
Board Secretary

By: _____
JEAN-RENE BASLE
AUTHORITY's Counsel

SANBAG Contract No. 03045-02
by and between
San Bernardino Associated Governments
and
LSA Associates, Inc.
for
Environmental Services, I-215 Bi County Projects

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # SBA330 Vendor ID LSAAI	Retention: ☐ Yes ____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 1,500,000	Previous Amendments Total:	$ 2,342,523.06
		Previous Amendments Contingency Total:	$ 235,355
Contingency Amount:	$ 0	Current Amendment:	$ (2,026,927.29)
		Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 2,050,950.77

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
830	5554	Measure I VMP	I300	$ (1,520,195.47)
830	5554	RCTC	0346	$ (506,731.82)

Original Board Approved Contract Date: 5/7/03 Contract Start: 5/7/03 Contract End: 12/31/12
New Amend. Approval (Board) Date: 5/6/09 Amend. Start: 5/6/09 Amend. End: 12/31/12

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 08/09	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 830, 839, 840, 845
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:
☐ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes ____%

Task Manager: **Garry Cohoe** | Contract Manager: **Gilbert Betancourt**

Task Manager Signature Date

Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: a0304502.doc

AMENDMENT NO. 2

CONTRACT NO. A03045-02

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LSA ASSOCIATES, INC.

This AMENDMENT No. 2 to SANBAG Contract No. A03045 entered into as of this 6th day of May, 2009, by the firm of LSA Associates, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract A03045, has engaged the services of CONSULTANT to provide Environmental Services for the I-215 Bi County Projects between the 60/91/215 Interchange and the Orange Show Road Interchange; and,

WHEREAS, the parties desire to amend the aforesaid contract to revise the scope of work, and decrease the not-to-exceed amount; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. A03045 as follows:

1. The contract scope of services is hereby amended to include the items described in the Attachment of this Amendment.

2. The not-to-exceed cost of Contract No. A03045 shall be decreased by $2,026,927.29. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in the Attachment. The not-to-exceed total contract amount is hereby amended and is $1,815,595.77.

3. Article 21 Insurance Paragraph 21.5 Proof of Coverage of the contract shall be amended to include Riverside County Transportation Commission as additional insured.

4. Article 21 Insurance Paragraph 21.6 Additional Insured shall be added to the contract to read as follows:

   Additional Insured: All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, volunteers and the Riverside County Transportation Commission and its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage to vicarious liability but shall allow coverage to the full extent provided by the policy.

5. Article 22 Indemnity of the contract shall be amended to read as follows:

   CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG, and their officers, employees, (past and present), agents, and representatives including Fluor Daniel, Inc., and Riverside County Transportation Commission and its officers, employees, agents and volunteers, from and against:

   22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

   22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorney's fees, incurred by SANBAG for legal action to enforce CONSULTANTS's indemnification obligations hereunder.

6. Except as amended by this amendment, all other provisions of Contract No. A03045 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

LSA ASSOCIATES, INC.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

Attest: _____
Vicki Watson
Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG CONTRACT NO. A03045-02

By and Between
SANBAG and LSA Associates, Inc.
Environmental Services, I-215 Bi County Projects

AMENDMENT NO. 2 - COST SUMMARY

Task No.	Description	Contract As Amended	Amendment No. 2	New Contract Amount
830	I-215 Bi County Ultimate Widening Project	$ 3,199,983.06	$ (2,838,216.29)	$ 361,766.77
839	I-215 Bi County HOV Gap Closure Project	$ -	$ 733,221.00	$ 733,221.00
840	I-215/Barton Road Interchange Reconstruction Project	$ 310,450.00	$ 47,684.00	$ 358,134.00
845	I-215/Mt. Vernon/Washington Interchange Reconstruction Project	$ 332,090.00	$ 30,384.00	$ 362,474.00
		$ 3,842,523.06	$ (2,026,927.29)	$ 1,815,595.77
	Contingency			$ 235,355.00
	Total New Contract Amount			$ 2,050,950.77

Note: Amendment No. 2 is based on the amount already expended on Task Orders 1-5, and 8 (TASK 830) through January 31, 2009, the increased budget requested for Task Orders 6 (TASK 840) and 7 (TASK 845), and the new Task Order 9 (TASK 839).
The not to exceed amount is $1,815,595.77 plus a contingency of $235,355 for a total new contract amount of $2,050,950.77.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT/MEETINGS (WBS 0.100)

In addition to project management, this task includes ongoing project team coordination and attendance at up to 30 meetings, including a project kickoff meeting, an initial field investigation meeting, and project development team (PDT) meetings.

TASK 2: PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (WBS 1.150.20)

In accordance with current Caltrans Guidelines (Guidelines for the Preparation of the Preliminary Environmental Analysis Report, December 2001), Consultant will prepare a PEAR for the project based on the PSR alternatives. To conduct this task, Consultant will utilize preliminary geometric plans, right-of-way maps, and traffic data, as well as information from any prior studies and any recent EIRs for projects within the area. The PEAR will:

- Develop an inventory of environmental resources and a list of the potential project issues or impacts that could significantly delay the project or affect the viability of any project alternative, including agency records searches to identify sensitive biological and cultural resources within the project study area
- Determine any technical studies (e.g., noise analysis, relocation impact study) that will be needed to complete the environmental clearance
- Determine the type of environmental document proposed and a tentative schedule for its completion
- Determine the potential State and federal permits that may be required for the project to proceed

The PEAR will address the environmental topics contained in the Caltrans PEAR Guidelines, providing sufficient discussion to indicate the potential for environmental impacts resulting from project development.

Attachments to the PEAR will include: a Paleontology memorandum, Biological Resources memorandum, Noise memorandum, and Cultural Resources memorandum.

Task 2.1: Hazardous Waste Initial Site Assessment (ISA) (WBS 2.150.20.50)

The purpose of the Hazardous Waste Initial Site Assessment is to review potential hazardous material/waste impacts associated with the proposed project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environmental following construction, and possible legal or logistical implications associated with contaminated sites along the alignment.

Consultant will prepare an ISA in accordance with *Caltrans Preparation Guidelines for Initial Site Assessments*. Specific tasks for the ISA include the following:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by the State of California Department of Health and Regional Water Quality Control Board, and other appropriate agencies. Consultant will utilize a database service to perform this search;
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Consultant will evaluate potential impact to the project and identify subsequent procedures to further evaluate the extent of contamination and remediation requirements;
- Potential hazardous waste sites located within the project area will be evaluated using information available form local and/or State agencies. Historic land use information for the project study area will be requested from the Counties of San Bernardino and Riverside, as applicable, to determine whether previous uses may have resulted in hazardous waste contamination; and
- The draft of ISA Report will be submitted for review. Consultant will revise the ISA and submit a final ISA for approval by Caltrans.

Assumptions Associated with the Hazardous Waste ISA

The following assumptions were made in estimation of the costs of the environmental determination (ISA) component of this proposal:

- The environmental scope of work pertains to hazardous waste sites only and does not include record searches for biological or cultural resources;
- Consultant will be provided access to the site;
- No soil sample collection will be performed for the ISA; and
- Only information received prior to issuance of the report can be included in the evaluation. Consultant does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the site.

TASK 3: ENVIRONMENTAL TECHNICAL STUDIES (WBS 2.165.10)

The technical studies listed below will be used as resource documents for preparation of the technical studies and the IS/MND. The technical study scope of work is based on the concept plans and known environmental issues. The scope of work and budget are based on three submittals of draft technical studies for Caltrans review. The first Caltrans review is for major comments and the second Caltrans review is for minor comments. The third review is for any cleanup comments and approval. If the concept plans for the project are revised after the analysis for the technical studies is complete, new

analysis based on the revised plans may be required and the scope and budget may need to be modified accordingly.

Because the I-215 HOV Gap Closure project would be constructed within existing Caltrans right-of-way, it is anticipated that the following technical studies will not be required and are not included in the scope of work:

- Historic Resources Evaluation Report
- Visual Impact Assessment
- Community Impact Assessment
- Relocation Impact Study

Task 3.1: Noise Analysis (WBS 2.165.10.25)

Consultant will prepare a Noise Impact Analysis consistent with the Caltrans Noise Analysis Protocol (August 2006) to address traffic noise impacts on noise-sensitive uses, such as existing and approved future residential areas located adjacent to the proposed project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future residences in the project vicinity will be included.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative noise-sensitive land uses along I-215 in the project area. Short-term (15-minute) noise level measurements will be made at up to 35 locations to document the existing noise environment and to calibrate the traffic noise model. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. United States Environmental Protection Agency (EPA) recommended noise emission levels will be used for construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City.

The FHWA Traffic Noise Model (TNM) Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one Build Alternatives. Model input data include peak-hour traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurements. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the Traffic Study.

Noise abatement measures (sound barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. A reasonable allowance per residence and total reasonable allowance per residence will be calculated for each sound barrier.

Task 3.2: Noise Abatement Decision Report (NADR)

If the Noise Study Report identifies feasible sound barriers, Consultant will prepare a NADR, as defined in the Caltrans Noise Analysis Protocol (August 2006), upon receipt of the estimated sound barrier construction cost and nonacoustical information related to feasibility from the project engineer. The report will summarize the preliminary reasonableness determination from the Noise Study Report, present the engineer's cost estimate for the evaluated abatement, evaluation of nonacoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). Consultant will prepare the NADR consistent with the Caltrans report guidelines with the best information available.

Task 3.3: Air Quality Analysis (WBS 2.165.10.30)

Consultant will prepare an Air Quality Analysis for the project in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the South Coast Air Quality Management District (SCAQMD) CEQA Handbook air quality guidelines. Consultant will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives. Consultant will evaluate the proposed project's impacts to long-term particulate matter concentrations ($PM_{2.5}$ and PM_{10}) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for *Qualitative Hot-spot Analysis in $PM_{2.5}$ and PM_{10} Nonattainment and Maintenance Areas* (EPA, March 2006) and the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, February 2006). In addition, the proposed project's impact on global warming and climate change will be discussed.

In addition to the air quality analysis, Consultant will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation.

Task 3.4: Water Quality (WBS 2.165.10.35)

Consultant will prepare a Water Quality Assessment Report (WQAR) for the project that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss Design Pollution Prevention best management practices (BMPs), Construction Site BMPs, and Treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information from the Storm Water Data Report, to be provided by the project engineer, will be incorporated into the WQAR. The project's potential impact on water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

Task 3.5: Floodplain Encroachment Report (WBS 2.165.10.35)

Consultant will prepare a Summary of Floodplain Encroachment based on a Location Hydraulic Study that will be provided by the project engineer. This scope of work presumes that the proposed project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This scope also presumes that the Location Hydraulic Study provided by the engineer will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 3.6: Paleontology Study (WBS 2.165.10.65)

All tasks will be conducted/prepared following the guidelines set forth in Caltrans *Standard Environmental Reference (SER), Volume 1, Chapter 8 – Paleontology* (Revised April 2008), guidelines developed by the Society of Vertebrate Paleontology[1], and any County guidelines.

This scope of work for this task is based on preparation of the Paleontological Investigation Report (PIR)/Paleontological Evaluation Report (PER) only. If project findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the *SER, Volume 1, Chapter 8 – Paleontology,* such as a Paleontological Mitigation Plan (PMP). Where possible, Consultant will utilize information and data obtained during preparation of the memo to be used during preparation of the PEAR, noted above. The tasks that will be completed are as follows:

- **Paleontological Investigation Report (PIR).** Consultant will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the pedestrian field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project area. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** Consultant will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

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1 Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines.* Society of Vertebrate Paleontology *News Bulletin*, No. 163, January 1995: 22–27.

Task 3.7: Natural Environment Study (NES) (WBS 2.165.15.20)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the Riverside County portion of the proposed project.

The MSHCP serves as a comprehensive, multijurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (FESA) of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the wildlife agencies (United States Fish and Wildlife Service [USFWS] and California Department of Fish and Game [CDFG]), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special-status species (including Criteria Area and Narrow Endemic Plant species in the context of the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a nonparticipating entity requires a take permit from the USFWS in Riverside County, a Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

In San Bernardino, there is no such Habitat Conservation Plan to serve as a "take" permit. Therefore, Section 7 consultation with the USFWS is required for any impacts to listed species within San Bernardino County.

Consultant will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDB) (CDFG, 2009) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2009) will be examined. In accordance with Caltrans guidelines, Consultant will submit a letter to the USFWS requesting a list of threatened

and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. For optimal results, Consultant recommends conducting the fieldwork in the springtime (i.e., April or May), if possible. This will maximize the ability to effectively detect and positively identify sensitive species, particularly plants. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the NES (see Task below).

Consultant will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, Consultant will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of SANBAG.

The proposed scope of services includes preparation of a draft NES to be reviewed by SANBAG and Caltrans. Consultant will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. Consultant will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys. Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Sensitive Plant Species. A Habitat Suitability Assessment (HSA) will be conducted using the results of the vegetation mapping, botanical survey, and aerial photographs to identify those parts of the study area for which focused surveys for special interest and special status plants will be required. In San Bernardino County, the HSA will consider all special interest and special status species identified in the records search of the CNDDB and the CNPS data base. In Riverside County, pursuant to the MSHCP, no HSA is required since the project is outside the Criteria Area Species Survey Area (CASSA) and Narrow Endemic Plant Species Survey Area (NEPSSA):

If suitable habitat for sensitive plant species is identified during the HSA, the Consultant will conduct focused sensitive plant surveys to identify the presence or to determine the potential for occurrence of the sensitive plant species identified in the literature search. Two focused plant surveys will be conducted in Spring/Summer 2009 (one in April/May, with a second in June). A survey at this time is expected to be appropriate to observe most of the potentially sensitive plant species potentially present in the Santa Ana River (e.g., Santa Ana River woolly star and slender-horned spineflower). The list of expected sensitive plants is based on a literature search of the CNDDB and the CNPS data base of the reported sensitive plants in the area.

The results of the focused plant survey will be documented in a letter report, including a species list, species table, and graphic (if applicable). If any of the sensitive plant species listed in the CNDDB is discovered on site, the number of individuals will be quantified, if possible. Focused surveys for these plant species will be conducted according to the standard focused plant survey methodology unless otherwise directed.

These surveys will be conducted by biologists who are familiar with the habitat requirements and techniques for field identification of the subject species.

Focused Small Mammal Surveys. Consultant will conduct an HSA of the study area in San Bernardino County, according to small mammal survey protocol. Trapping for small mammals is not required within the study area in Riverside County under the MSHCP. If suitable habitat for SBKR is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

Small mammal trapping for SBKR will likely be required within designated critical habitat for this species in the Santa Ana River in San Bernardino County. It is anticipated that a single complete surveys (five consecutive nights of trapping) will be sufficient to determine the presence or absence of these species in the small mammal biological study area (BSA). Focused surveys will be conducted according to the United States Fish and Wildlife Services (USFWS) and CDFG survey protocols. Surveys for SBKR are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under USFWS and CDFG permits for working with the SBKR.

Focused Burrowing Owl Surveys. The Riverside County part of the project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools. It is anticipated that burrowing owl surveys will also be appropriate in areas of suitable habitat in San Bernardino County to satisfy CEQA requirements for special-interest species. Therefore, the technical approach described below for burrowing owl surveys applies to the entire project study area in Riverside and San Bernardino Counties.

Consultant will conduct an HSA of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFG and USFWS. Surveys will be conducted at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds. Critical habitat is designated for the southwestern willow flycatcher *(Empidonax traillii extimus)* (SWF) along the Santa Ana River, in San Bernardino County. Additionally, the Santa Ana River may also provide potential suitable habitat for the least Bell's vireo *(Vireo bellii pusillus)* (LBV). Because these species are federally or State listed as endangered, HSAs will also be required to determine the potential presence of these species in that area. An HSA for riparian birds will be conducted within the entire project study area. Wetland areas identified in the delineation report will also be used to determine potential areas of suitable habitat for riparian bird species. Preliminary review of the existing vegetation map and biological resources assessment for the project area do not show any areas mapped as riparian forest habitat; therefore, focused surveys for the SWF and cuckoo are likely not required, which are anticipated to be confirmed by the results of the HSA. Riparian scrub has been previously identified on the existing vegetation map in the project study area. While the probability of nesting LBV in this area is low, focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS.

Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

HSA for Bats. Consultant will conduct a bat assessment at the bridge structure over the Santa Ana River in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified Consultant biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in both counties in order to satisfy CEQA requirements for special-interest species.

HSA for Fairy Shrimp. Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean

and vernal pool fairy shrimp may be required. If the HSA determines the need for focused surveys, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Endangered Species Act Biological Assessment and Section 7 Consultation. In the event that a threatened and endangered species (i.e., San Bernardino kangaroo rat [SBKR]) or primary constituent elements of critical habitat are present in the BSA, Consultant will be available to provide assistance with the Endangered Species Act Section 7 Consultation process, including preparation of the Biological Assessment, attendance at meetings, coordination with the project team, responding to information requests from the USFWS, and researching mitigation options. Note that in Riverside County, the USFWS has agreed to provide an expedited Section 7 consultation for any agency that is not a Permittee under the MSHCP. The USFWS will not require any additional mitigation for impacts within the MSHCP Plan area beyond that required under the MSHCP. Until the field work and NES have been completed, the cost for Section 7 Consultation services cannot be accurately estimated. Due to the low quality of the habitat and impacts solely occurring in the existing right-of-way, it is not anticipated that Section 7 Consultation will be necessary and is therefore not included in this scope of work.

Jurisdictional Waters Delineation Report. A wetland delineation will be conducted by Consultant along all potential jurisdictional drainages, the Santa Ana River, as required by the Corps and CDFG. The literature review data will be used to identify those segments of the I-215 alignment that may cross areas which qualify as jurisdictional waters. A qualified biologist will complete the focused wetland delineation according to identify jurisdictional wetlands, using a three parameter delineation conducted according to the 1987 Corps *Wetland Delineation Manual.* The jurisdictional limit of non-wetland WoUS will be identified following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e). The wetlands delineation and jurisdictional determination will be conducted for all the proposed alternatives. It is anticipated that a Routine Delineation (as defined by the Corps), tailored to the site characteristics, will be adequate. Further, the extent of any streambed and associated riparian areas subject to review by the CDFG under Section 1602 of the Fish and Game Code will be determined. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFG. One field meeting with both agencies has been budgeted. The recommended time for conducting the jurisdictional delineation is between January and March.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland WoUS, as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional WoUS.

The jurisdictional delineation report will include:

- Description of study methodologies
- Background information on the Corps, CDFG, and RWQCB pertaining to regulating impacts to drainages

- Descriptions of vegetation, soils, and hydrology present within and/or immediately adjacent to the anticipated disturbance limits of the project alternatives
- Maps depicting the field survey results (including locations of wetlands, non-wetland WoUS, and CDFG jurisdictional streambeds)
- Table summarizing acreage of potential jurisdictional areas
- Field data sheets at sample plot locations
- List of preparers
- List of references
- Appendices and attachments as appropriate

Task 3.8: Section 4(F) Resources Evaluation (2.165.25.10)

A Section 4(f) Resources Evaluation will be prepared to evaluate impacts to Section 4(f) resources adjacent to I-215 within the project limits. The report will be based on the guidance contained in the FHWA Section 4(f) Policy Paper dated March 1, 2005, the FHWA Technical Advisory 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents (October 30, 1987), the FHWA Guidance for Determining De Minimis Impacts to Section 4(f) Resources Memorandum dated December 13, 2005, the Section 4(f) Checklist (revised July 1998), the Caltrans Project Development Procedures Manual, the FHWA Section 4(f) Evaluation and Approval for Transportation Projects That Have a Net Benefit to a Section 4(f) Property guidance, and the Caltrans Standard Environmental Reference, Volume 1, Chapters 20 and 37. The Section 4(f) analysis will be included as an appendix in the environmental document. Consultant will be responsible for preparing the Section 4(f) Evaluation and providing paper and electronic copies for review by the Project Team, Caltrans and FHWA.

Task 3.9: Cultural Resources (WBS 2.165.20)

APE Map. Consultant will prepare an Area of Potential Effects (APE) Map for historical resources. The limits of direct and indirect impacts to historical resources will be developed in consultation with the project engineers and Caltrans District 8 staff and will be based on engineering plans showing the proposed improvements and limits of construction. Given that the project would occur within existing Caltrans right-of-way, it is assumed that the APE boundary will follow the right-of-way line and that there would be no indirect effect on adjacent properties. Electronic and paper copies of the APE map will be submitted for review and approval by SANBAG and Caltrans District 8 staff.

HPSR/ASR. Consultant will prepare the Historic Property Survey Report (HPSR) and Bridge Evaluation. Given that the project would occur within the current Caltrans right-of-way, it is assumed that no Historic Resources Evaluation Report (HRER) would be prepared, but an Archaeological Survey Report (ASR) would be needed based on previous requests from Caltrans District 8. Consultant will be responsible for conducting the necessary records searches, field surveys, and preparing correspondence and follow-up consultation with the Native American Heritage Commission and the appropriate Native American representatives in consultation with Caltrans District 8 staff and for preparing the ASR. Consultant will be responsible for preparing and sending

correspondence to interested government agencies responsible for historical resources, historical societies, and preservation organizations, etc., and reporting any responses in the HPSR. The draft HPSR and draft ASR will follow the format set forth in Exhibits 2.8 and 5.1, respectively, of the Caltrans Environmental Handbook, Volume 2. Electronic and paper copies of the draft HPSR and ASR will be provided to SANBAG and Caltrans District 8 staff for review and comment.

Consultant will revise the draft HPSR and draft ASR in response to comments from SANBAG, Caltrans, and/or the State Historic Preservation Officer (SHPO). Two rounds of review comments by agency staff are assumed. Upon completion of the review and revision cycles, Consultant will provide final versions (paper and electronic copies) of the HPSR and ASR.

Consultant will be available to attend up to two team meetings and two public/Caltrans meetings during the environmental documentation process.

TASK 4: PUBLIC OUTREACH (WBS 2.165.05.10, 2.175.05)

Community Database. Consultant will update and maintain the I-215 Gap Closure Project master community database in Microsoft Access and provide reports to SANBAG electronically and/or in hard copy, as needed for reporting purposes and mailings. Research for the master database will be generated from:

- Existing parcel database of adjacent property owners and tenants (radius to be determined in consultation with the technical team and local jurisdictions)
- Project team contacts (SANBAG, Riverside County Transportation Commission [RCTC], Caltrans, cities, and consultant team)
- Local jurisdiction contacts (staff and council members)
- County, state, and federal elected officials (key staff and members)
- Community institutions (schools, community centers, religious institutions)
- Businesses and chambers of commerce
- Environmental organizations
- Public resource agencies

Website Postings & Responses. Consultant will work with SANBAG to update the project website with current information about the Gap Closure Project and the Barton Road and Washington Road interchange projects. Consultant also will work to establish links from the RCTC and Caltrans websites to the SANBAG project website. The site will include a project overview and information about the schedule, funding, public meetings, and opportunities to provide general comments via email. Consultant will draft responses to email inquiries and submit for approval by the project team.

Project Fact Sheet. Consultant will work with the project team to develop a fact sheet to support the PA/ED phase of the gap closure and interchanges. The fact sheet will explain the project history, current status, schedule, funding, and opportunities to comment via public information meetings,

website, or helpline. The fact sheet will be posted to the project website, distributed at public meetings, and used as "leave-behinds" at briefings. English and Spanish versions will be prepared.

Project Helpline. Consultant will update the script and record new messages for the existing toll-free project helpline and accompanying mailboxes. Consultant will monitor the helpline for activity, develop a standard response for commonly asked questions, confer with project staff for other inquiries, and maintain a log of questions and responses. The helpline log will be submitted to the project team at regular intervals.

Legislative Briefing. Consultant will coordinate a briefing to San Bernardino County and Riverside County legislative officials to provide an update of the PA/ED process and an overview of the project. The briefing will be scheduled through SANBAG's legislative director at a date that is appropriate for the project. Consultant will provide assistance with the PowerPoint presentation and prepare information packets for meeting attendees.

Public Information Meetings. Consultant will take the lead in coordinating up to four Public Information Meetings or Public Hearings within the study area to communicate the status of the I-215 Gap Closure and interchange projects. The timing and location for each of the meetings or hearings will be determined in consultation with the PDT and local jurisdictions.

Public information meetings will follow an open house format with stations, maps, and other exhibits. The meetings will provide opportunities to speak one-on-one with staff members and to submit written comments. Consultant will work with the technical team to determine the topic for each information station and to plan for the material needed for each meeting, including meeting notices, meeting advertisements, sign-in sheets, comment cards, fact sheets, aerial maps, press releases, press kits, talking points for key staff, exterior signage, station signage, refreshments, meeting photography, and other items to be determined. An oral interpreter (Spanish) will also be provided at each public meeting.

Following each public information meeting, all written comments will be scanned and recorded for the record, and a meeting summary report–including the written comments–will be provided to the technical team for consideration in the planning process. Consultant will assist with the preparation of appropriate responses to written comments, as needed.

If needed, public hearings will be scheduled in lieu of public information meetings. The formal public hearing format will be developed in consultation with the project team. This format will require a public hearing officer and court reporter.

Contact information from public meeting participants will be added to the community database.

Team Coordination. Consultant will participate in ongoing PDT meetings and other project team meetings and ensure proper coordination of all outreach task activities with the technical team and SANBAG.

TASK 5: DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS (WBS 2.165.25.05)

The results of the technical studies will be presented in a Draft IS/MND. Consultant will prepare an administrative Draft IS/MND incorporating the findings of the technical studies for submittal to SANBAG and Caltrans for review (10 copies).

Consultant will revise the Draft IS/MND based on comments received from SANBAG and Caltrans and will submit the revised Draft IS/MND to SANBAG and Caltrans for review (10 copies).

Consultant will revise the Draft IS/MND per comments received and will prepare one copy of the IS/MND for Caltrans signature for approval to circulate the document for public review.

TASK 6: ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS (WBS 2.165.25.20)

All documents will be reviewed by a Senior Technical Review Project Manager and Principal in Charge for technical analysis and compliance with Caltrans standards. All documents will also be reviewed by a technical editor for spelling, punctuation, and other grammatical requirements.

TASK 7: DRAFT ENVIRONMENTAL DOCUMENT CIRCULATION (WBS 2.175.05)

Consultant will prepare a draft public distribution list per input from SANBAG and Caltrans. The IS/MND will be circulated for public review and submitted to the Office of Planning and Research (OPR) (up to 50 copies) per the distribution list, once the list has been approved by Caltrans.

TASK 8: PUBLIC COMMENT RESPONSES AND CORRESPONDENCE (WBS 2.175.15)

Consultant will prepare a Draft Response to Comments for incorporation into the Final IS/MND Consultant will prepare responses for its areas of responsibility, and will coordinate with the engineer, SANBAG, and Caltrans to prepare responses for their respective areas of responsibility.

TASK 9: PROJECT REPORT (PR) (WBS 2.180.05)

Consultant will prepare the Environmental Section for incorporation into the Draft and Final PR, consistent with Caltrans standards.

TASK 10: DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW (WBS 2.180.10.05.05)

Consultant will prepare a Draft Final IS/MND, including any revisions based on responses to comments received during the public review period, for submittal to SANBAG and Caltrans for review (10 copies).

Consultant will prepare CE documentation for submittal to SANBAG and Caltrans for review.

TASK 11: REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT (WBS 2.180.10.05.10)

A Draft Final IS/MND will be prepared for submittal to Caltrans for review and approval. As part of the process for the Final IS/MND, Consultant will prepare draft response letters to agencies that submitted comments on the Draft Final IS/MND and prepare and file a Notice of Determination (NOD). Consultant will provide up to 15 copies of the approved Final IS/MND.

Consultant will revise the CE documentation based on SANBAG and Caltrans comments and will submit it to Caltrans for approval.

TASK 12: ENVIRONMENTAL COMMITMENTS RECORD (ECR) (WBS 2.180.15.20)

Consultant will prepare a draft and a final ECR in accordance with Caltrans requirements for use in ensuring implementation of the environmental commitments for the project. The ECR will be used in the design and construction of the I-215 HOV Gap Closure project for the selected alternative. The ECR will incorporate the avoidance, minimization, and mitigation measures from the environmental document. For each measure, the ECR will include a list of the following items: a description of the measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft ECR will be submitted to the engineer, the City, and Caltrans for review and comment, and the final ECR will be provided to Caltrans along with the Final IS/MND for approval.

OPTIONAL TASK

If Caltrans determines that an IS/EA is required for the project, Consultant will prepare this document consistent with the Caltrans SER. This document would be prepared in accordance with the steps outlined in Tasks 5–8, 10, and 11 listed above.

LSA Associates, Inc.

LSA

LSA ASSOCIATES, INC.

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

Contract No.: C03045-01
Task Order No.: 9
Task Order Period of Performance: 1/1/09 to 12/31/10
Task Order Amt.: $733,221

Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Cost
Mike Amling	Principal-QA/QC	Regular		varies	$ 190.00	322	$61,180.00
Tony Chung	Principal	Regular		varies	$ 190.00	169	$32,110.00
Lisa Williams	Project Manager	Regular		varies	$ 145.00	834	$120,930.00
Nicole West	Senior Env. Specialist	Regular		varies	$ 120.00	425	$51,000.00
Keith Lay	Associate	Regular		varies	$ 135.00	101	$13,635.00
Wendy Walters	Senior Biologist	Regular		varies	$ 100.00	535	$53,500.00
Teak Kim	Senior Noise Specialist	Regular		varies	$ 110.00	369	$40,590.00
Agnieska Napiatek	Environmental Planner/Specialist	Regular		varies	$ 85.00	746	$63,410.00
Staff	Word Processing/Editor	Regular		varies	$ 75.00	316	$23,700.00
Staff	GIS/Graphics	Regular		varies	$ 120.00	249	$29,880.00
Staff	Office Assistant	Regular		varies	$ 55.00	113	$6,215.00
Optional Task (IS/EA)							$20,000.00
					Total Sub Consultant Direct Labor Cost :	4,179	$516,150.00

Other Direct Costs:

Name / In House / Vendor	Description		EA	WBS	Unit Price	No. of Units	ODC
Mileage / Misc. Costs	Travel on behalf of CT to sites.			Varies	varies	varies	$10,000.00
Records Seaarches	Paleontology, Biological			Varies	varies		$2,000.00
In House	Printing / Reproduction			Varies	$0.10	500000	$15,000.00
Outside Vendor ODC	Printing / Reproduction			Varies	LS	LS	$25,000.00
Outside Vendor ODC	Overnight Mail			Varies	$20.00	100	$2,000.00
Outside Vendor ODC	U.S. Mail			Varies	varies	varies	$1,000.00
						Total Consultant Other Direct Cost:	$55,000.00

Total Consultant Cost: $571,150.00

Sub-Consultant Costs:

(Attach Detail) Sub-Consultant Cost Proposal in the same format as the Prime)

Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
Jones and Stokes	no	Cultural Resources	Varies			$53,888
Kleinfelder	no	Hazardous Waste ISA	Varies			$25,081
Arellano Associates, Inc	yes	Public Outreach	Varies			$83,102
				Total Sub Consultant Costs:	0	$162,071

	Total Hours	Total Amount
Grand Total (Prime + Subs):		$733,221

Approval Signatures:

Lisa Williams 3/6/09
Project Manager — Date

APPROVED:

Gilbert Betancourt, PE — Date
Project Manager

LSA Associates, Inc.
Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

	LSA Associates, Inc.														
	Classification	Principal-QA/QC	Principal	Project Manager	Senior Env. Specialist	Associate	Senior Biologist	Senior Noise Specialist	Environmental Planner/Specialist	Word Processing/Editor	GIS/Graphics	Office Assistant	Subconsultant Fees **	Hours	LSA Labor Cost
		$190.00	$190.00	$145.00	$120.00	$135.00	$100.00	$110.00	$85.00	$75.00	$120.00	$55.00			
0.100	PERFORM PROJECT MANAGEMENT	100		290					55	24	16	16		501	**$70,325**
1.150	DEVELOP PROJECT INITIATION DOCUMENT (PID)														
1.150.20	PEAR														
1.150.20.05	INITIAL NOISE STUDY	2	1	4				12		4	4	1		28	$3,305
1.150.20.10	HAZARDOUS WASTE ISA	2		4									$25,081	6	$960
1.150.20.15	SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW	2		2					8					12	$1,350
1.150.20.20	INITIAL NEPA/404 COORDINATION														
1.150.20.25	INITIAL BIOLOGY STUDY	2	1	4			20			4	4	1		36	$3,985
1.150.20.40	INITIAL COMMUNITY IMPACT ANALYSIS, LAND USE AND GROWTH STUDIES	1		4					8					13	$1,450
1.150.20.45	INITIAL AIR QUALITY STUDY	2	1	4		4			8	4	2	1		26	$2,965
1.150.20.50	INITIAL WATER QUALITY STUDIES	2		4	12					4	4	1		27	$3,235
1.150.20.55	INITIAL FLOODPLAIN STUDY	1		4	4				4		1			14	$1,710
1.150.20.60	PEAR PREPARATION	4	1	12	1	1	1	1	50	12	12	2		97	$9,855
1.150.20.65	INITIAL PALEONTOLOGY STUDY	2	1	4					24	4	2	1		38	$3,785
	Subtotal PID	**20**	**5**	**46**	**17**	**5**	**21**	**13**	**102**	**32**	**29**	**7**	**$25,081**	**297**	**$32,600**
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT														
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT														
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFICATION FOR STUDY IN PID														
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS	4		12					12				$28,496	28	$3,520
2.165.10	GENERAL ENVIRONMENTAL STUDIES														
2.165.10.25	NOISE STUDY	2	4	8				270	75	20	24	4		407	$42,975
	NOISE ABATEMENT DECISION REPORT	2	4	8				70	8	16		4		112	$12,100
2.165.10.30	AIR QUALITY STUDY	2	4	8		80				8	4	4		110	$14,400

LSA Associates, Inc.
Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

	Classification	Principal-QA/QC	Principal	Project Manager	Senior Env. Specialist	Associate	Senior Biologist	Senior Noise Specialist	Environmental Planner/Specialist	Word Processing/Editor	GIS/Graphics	Office Assistant	Subconsultant Fees **	Hours	LSA Labor Cost
		$190.00	$190.00	$145.00	$120.00	$135.00	$100.00	$110.00	$85.00	$75.00	$120.00	$55.00			
2.165.10.35	WATER QUALITY STUDIES	2	4	12	60				8	8	8	4		106	$12,540
2.165.10.60	LOCATION HYDRAULIC & FLOODPLAIN STUDY REPORT	4		8	36				8	8	4	4		72	$8,220
2.165.10.65	PALEONTOLOGY STUDY	4	4	8					84	8	8	4		120	$11,600
2.165.15	BIOLOGICAL STUDIES														
2.165.15.10	WETLANDS STUDY	4	4	8			70			8	16	4		114	$12,420
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION						8							8	$800
2.165.15.20	NATURAL ENVIRONMENT STUDY (NES) REPORT	4	50	12			420			24	48	12		570	$62,220
2.165.20	CULTURAL RESOURCE STUDIES														
2.165.20.05.05	APE/STUDY AREA MAP												$11,720		
2.165.20.05.10	NATIVE AMERICAN CONSULTATION												$2,440		
2.165.20.05.15	RECORDS AND LITERATURE SEARCH												$1,000		
2.165.20.05.20	FIELD SURVEY												$2,520		
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT (ASR)	4		4									$19,360	8	$1,340
2.165.20.20.15	HRER, HPSR, Finding of Effect ** See subconsultant assumptions on attached spreadsheet	4		4									$14,460	8	$1,340
2.165.20.25	CULTURAL RESOURCES COMPLIANCE CONSULTATION DOCUMENTS														
2.165.20.25.05	FINAL APE/STUDY AREA MAPS	4		4										8	$1,340
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT														
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS (Assumes 3 Caltrans Reviews)	40	8	150	160	8	8	8	200	40	40	24		686	$78,950
2.165.25.10	SECTION 4(F) EVALUATION	8		16	12				24	8	8	4		80	$9,100
2.165.25.15	CATEGORICAL EXEMPTION / CATEGORICAL EXCLUSION (CE) DETERMINATION	4	4	16	16				20	8	4	2		74	$8,650
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL & OTHER REVIEWS	40	40	60	20					20	16	4		200	$29,940

LSA Associates, Inc.

Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

	Classification	Principal-QA/QC	Principal	Project Manager	Senior Env. Specialist	Associate	Senior Biologist	Senior Noise Specialist	Environmental Planner/Specialis	Word Processing/Editor	GIS/Graphics	Office Assistant	Subconsultant Fees **	Hours	LSA Labor Cost
		$190.00	$190.00	$145.00	$120.00	$135.00	$100.00	$110.00	$85.00	$75.00	$120.00	$55.00			
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION														
2.175.05	DED CIRCULATION														
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS			8									$7,606	8	$1,160
2.175.05.10	NOTICES REGARDING PUBLIC HEARING & AVAILABILITY OF DED	4		8									$7,392	12	$1,920
2.175.05.15	DED PUBLICATION AND CIRCULATION												$4,893		
2.175.10	PUBLIC HEARING	24		24					24				$4,783	72	$10,080
2.175.10.05	NEED FOR PUBLIC HEARING PROCESS	2		8									$636	10	$1,540
2.175.10.10	PUBLIC HEARING LOGISTIC												$3,829		
2.175.10.15	DISPLAYS FOR PUBLIC HEARING												$636		
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED												$2,639		
2.175.10.25	MAP DISPLAYS AND PUBLIC HEARING PLAN												$636		
2.175.10.35	PUBLIC HEARING												$4,783		
2.175.10.40	RECORD OF PUBLIC HEARING	4		4									$1,271	8	$1,340
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	20	12	24	20	8	8	8	50	16	8	4	$2,875	178	$21,350
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT														
2.180.05	PROJECT REPORT														
2.180.05.05	UPDATED DRAFT PROJECT REPORT	4		8	8				12	8				40	$4,500
2.180.05.10	APPROVED PROJECT REPORT	4		8	8				12	8				40	$4,500
2.180.10	FED														
2.180.10.05	APPROVED FED														
2.180.10.05.10	REVISED DRAFT FED	8	8	24	24				40	24	16	8		152	$16,960
2.180.10.05.30	CEQA CERTIFICATION		4	12	8				12	4				40	$4,780
2.180.10.05.50	FINAL SECTION 4(F) STATEMENT														
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT														

LSA Associates, Inc.
Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

	Classification	Principal-QA/QC	Principal	Project Manager	Senior Env. Specialist	Associate	Senior Biologist	Senior Noise Specialist	Environmental Planner/Specialis	Word Processing/Editor	GIS/Graphics	Office Assistant	Subconsultant Fees **	Hours	LSA Labor Cost
		$190.00	$190.00	$145.00	$120.00	$135.00	$100.00	$110.00	$85.00	$75.00	$120.00	$55.00			
2.180.15.10	NOD (CEQA)		2	8	12					8		2		32	$3,690
2.180.15.20	ECR		12	24	24					16		2		78	$9,950
	Subtotal PA&ED	**202**	**164**	**498**	**408**	**96**	**514**	**356**	**589**	**260**	204	**90**	**$121,975**	**3381**	**$393,225**
	TOTAL (PID & PA/ED)	**322**	**169**	**834**	**425**	**101**	**535**	**369**	**746**	**316**	**249**	**113**	**$147,056**	**4179**	**$496,150**
	ADDITIONAL COST FOR OPTIONAL TASK (IS/EA)														**$20,000**
	** Subconsultants to prepare Hazardous Waste ISA, Cultural Studies, and Public Outreach (see attached subconsultant cost spreadsheet)								**Total LSA Labor & Subconsultant Costs:**						**$643,206**
													WITH OPTIONAL TASK:		**$663,206**

SANBAG Contract No. 03046-02
by and between
San Bernardino Associated Governments
and
Lim and Nascimento Engineering Corporation
for
Engineering Services, I-215 Bi County Projects

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # SNBG0301/SNBG0702 Vendor ID LANEC	Retention: ☐ Yes ____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 2,000,000	Previous Amendments Total:	$ 5,073,188.52
		Previous Amendments Contingency Total:	$ 437,086.00
Contingency Amount:	$ 0	Current Amendment:	$ (1,613,193.54)
		Current Amendment Contingency:	$ (88,153.37)

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 5,808,927.61

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
830	5554	Measure I VMP	I300	$ (1,276,010.18)
830	5554	RCTC	0346	$ (425,336.73)

Original Board Approved Contract Date:	5/7/03	Contract Start: 5/7/03	Contract End: 12/31/12
New Amend. Approval (Board) Date:	5/6/09	Amend. Start: 5/6/09	Amend. End: 12/31/12

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 08/09	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 830, 839, 840, 845
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes ____%

Task Manager: **Garry Cohoe**	Contract Manager: **Gilbert Betancourt**

Task Manager Signature Date

Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: A0304602.doc

AMENDMENT NO. 2

CONTRACT NO. A03046-02

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LIM AND NASCIMENTO ENGINEERING CORPORATION

This AMENDMENT No. 2 to SANBAG Contract No. A03046 entered into as of this 6th day of May, 2009, by the firm of Lim and Nascimento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract A03046, has engaged the services of CONSULTANT to provide Engineering Services for the I-215 Bi County Projects between the 60/91/215 Interchange and the Orange Show Road Interchange; and,

WHEREAS, the parties desire to amend the aforesaid contract to revise the scope of work, and decrease the not-to-exceed amount; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. A03046 as follows:

1. The contract scope of services is hereby amended to include the items described in the Attachment of this Amendment.

2. The not-to-exceed cost of Contract No. A03046 shall be decreased by $1,613,193.54. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in the Attachment. The not-to-exceed total contract amount is hereby amended and is $5,459,994.98.

3. Article 21 Insurance Paragraph 21.5 Proof of Coverage of the contract shall be amended to include Riverside County Transportation Commission as additional insured.

4. Article 21 Insurance Paragraph 21.6 Additional Insured shall be added to the contract to read as follows:

Additional Insured: All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, volunteers and the Riverside County Transportation Commission and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage to vicarious liability but shall allow coverage to the full extent provided by the policy.

5. Article 22 Indemnity of the contract shall be amended to read as follows:

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., and Riverside County Transportation Commission and its officers, employees, agents and volunteers, from and against:

22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorney's fees, incurred by SANBAG for legal action to enforce CONSULTANTS's indemnification obligations hereunder.

6. Except as amended by this amendment, all other provisions of Contract No. A03046 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

LIM AND NASCIMENTO ENGINEERING CORP.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

Attest: _____
Vicki Watson
Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG CONTRACT NO. A03046-02

By and Between
SANBAG and LAN Engineering Corporation
Engineernig Services, I-215 Bi County Projects

AMENDMENT NO. 2 - COST SUMMARY

Task No.	Description	Contract As Amended	Amendment No. 2	New Contract Amount
830	I-215 Bi County Ultimate Widening Project	$ 5,614,867.11	$ (3,968,811.80)	$ 1,646,055.31
839	I-215 Bi County HOV Gap Closure Project	$ -	$ 2,147,556.78	$ 2,147,556.78
840	I-215/Barton Road Interchange Reconstruction Project	$ 609,468.39	$ 52,875.26	$ 662,343.65
845	I-215/Mt. Vernon/Washington Interchange Reconstruction Project	$ 848,853.02	$ 155,186.22	$ 1,004,039.24
		$ 7,073,188.52	$ (1,613,193.54)	$ 5,459,994.98
	Contingency			$ 348,932.63
	Total New Contract Amount			$ 5,808,927.61

Note: Amendment No. 2 is based on the amount already expended on Task Orders 1-5, and 8 (TASK 830) through January 31, 2009, the increased budget requested for Task Orders 6 (TASK 840) and 7 (TASK 845), and the new Task Order 9 (TASK 839).
The not to exceed amount is $5,459,994.98 plus a contingency of $348,932.63 for a total new contract amount of $5,808,927.61.

TASK ORDER – SCOPE OF SERVICES
February 2009
Value Management Strategies, Inc.

I. Project Description

The Contractor shall assist with preparing and distributing a Value Analysis (VA) study of the project described below:

I-215 Washington/Mt Vernon IC Improvements

II. Team Authority and Coordination:

VA Study to comply with NHS VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

Study Coordination:

R. Terry Hays, Project Coordinator, Value Management Strategies, Inc
TBD, Team Leader Value Management Strategies, Inc.
Sam Saghafi, LAN Engineering
D-8 Caltrans

III. Study Participants and Schedule

The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Caltrans and LAN Engineering. The study will be five days, at a date TBD. A pre-study meeting will be scheduled no later than the week prior to the start of the study. Once the Draft report has been reviewed the project stakeholders, and implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

IV. Period of Performance

LAN Engineering shall provide the Contractor with written approval prior to commencement of any work.

Work under this Task Order shall begin on ***a date TBD*** or upon final approval of this Task Order. Pre-study, data collection and dissemination shall begin on ***a date TBD***.

V. Scope of Services

The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Provide the following technical team members for the following disciplines:
  - None to be provided by VMS.

- Conference rooms will be provided by LAN, or Caltrans.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings.

VI. VA Deliverables

The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (Attachments A, B and C per the Caltrans Team Guide.
- Leading VA Study. Participants should include representatives of; including the Project Manager, Caltrans and LAN Engineering, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
  - A distribution list for the VA reports must be developed with the Project Manager.
  - Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
  - The preliminary report will be in Electronic format.
- Coordinate with LAN Engineering and Caltrans on the project stakeholders' responses to the preliminary VA report and prepare for an implementation meeting to resolve the disposition of the VA alternatives, finalize the VA study reportables (costs, performance and value indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA report will be an electronic copy in PDF format of the entire report and a separate file in excel format of the VA study summary report.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives , who is responsible for this action and when it is due. The team leader will follow up with PM from LAN Engineering and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.
- Provide Caltrans HQ VA Program Manager copies of electronic copies of the Preliminary and Final Reports and the VASSR so that they can include the study in their annual reports to FHWA.

VII. Reports and/or Meetings

The Contractor shall submit progress reports, and meet with LAN Engineering, as needed, to discuss progress on the study.

The Contractor shall schedule and facilitate the Pre-Study, VA Study and Implementation meetings at a date and time to be determined by the LAN Engineering, and Caltrans Project Manager.

Lim And Nascimento Engineering Corporation

ATTN: Gilbert Bettencourt
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Contract No.: 03-046
Task Order No.: 9
Task Order Period of Performance: 2/17/09 to _____
Task Order Amt.: $2,147,556.78
LAN Consultant Project/Job/Reference No.: SNBG0901

Prime Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Ave Rate	Hours	Labor Cost
W. Nascimento, PE, SE	Sr. Project Manager/Task Manager	Regular	08-45990K	Varies	$ 200.00	1,327	$265,400.00
Staff	Sr. Project Engineer/Sr. Bridge Engineer	Regular	08-45990K	Varies	$ 160.00	510	$81,600.00
Staff	Project Engineer/Bridge Engineer	Regular	08-45990K	Varies	$ 135.00	2,035	$274,725.00
Staff	Associate Engineer	Regular	08-45990K	Varies	$ 115.00	2,550	$293,250.00
Staff	Design Engineer	Regular	08-45990K	Varies	$ 95.00	3,540	$336,300.00
Staff	Assistant Engineer	Regular	08-45990K	Varies	$ 75.00	1,275	$95,625.00
Staff	Sr. CADD	Regular	08-45990K	Varies	$ 110.00	610	$67,100.00
Staff	CADD	Regular	08-45990K	Varies	$ 85.00	1,235	$104,975.00
Staff	Jr. CAD	Regular	08-45990K	Varies	$ 60.00	185	$11,100.00
Staff	QA/QC	Regular	08-45990K	Varies	$ 185.00	411	$76,035.00
Staff	Administrator	Regular	08-45990K	Varies	$ 60.00	1,603	$96,180.00
					Total Prime Consultant Direct Labor Cost :	15,281	**$1,702,290.00**

Other Direct Costs:

Name / In House / Vendor	Description		EA	WBS	Unit Price	No. of Units	ODC
Mileage	Travel		08-45990K	Varies	$0.55	1000	$550.00
Travel-Airfare	Each - RT		08-45990K	Varies	$600.00		$0.00
Car Rental	Each		08-45990K	Varies	$50.00		$0.00
Parking	Each		08-45990K	Varies	$22.00		$0.00
Outside Vendor ODC	Printing / Reproduction		08-45990K	Varies	$0.10	450000	$45,000.00
Outside Vendor ODC	Express Mail		08-45990K	Varies	$11.00	250	$2,750.00
Miscellaneous ODC			08-45990K	Varies	LS		$2,500.00
						Total Prime Consultant Other Direct Cost:	**$50,800.00**

Total Prime Consultant Cost: $1,753,090.00

Sub-Consultant Costs:

(Attach Detail Sub-Consultant Cost Proposal in the same format as the Prime)

Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
Associated Engineers (Supplemental Surveys as Required)			Varies	08-45990K	353	$44,925.29
Kleinfelder (Materials & Fdn Memo)			Varies	08-45990K	654	$87,052.00
Stantec (Hazerdous Waste)			Varies	08-45990K	755	$109,452.15
OPC (R/W Data Sheets)			Varies	08-45990K	495	$58,875.00
MMA (Traffic Ops)			Varies	08-45990K	308	$45,313.50
VMS (Value Analysis Study)			Varies	08-45990K	172	$34,893.60
STB (Landscape Architecture)			Varies	08-45990K	212	$13,955.24
				Total Sub Consultant Costs:	2,949	$394,466.78

	Total Hours	Total Amount
Grand Total (Prime + Subs):	**18,230**	**$2,147,556.78**

EA Summary (Prime + Subs):

Approval Signatures:

William Nascimento, PE
Prime Consultant Project Manager

2/27/2009
Date

APPROVED:

Gilbert Betancourt, PE
Project Manager

Date

Prime Consultant Hours:

WBS	Classification		SR PM / TASK MANAGER	SR PROJECT/BRIDGE ENGINEER	PROJECT/BRIDGE ENGINEER	ASSOCIATE ENGINEER	DESIGN ENGINEER	ASSISTANT ENGINEER	SR CADD	CADD	JR. CAD	QA/QC	ADMIN	Total Hrs	Total Cost
		Estimated Rate->	$200.00	$160.00	$135.00	$115.00	$95.00	$75.00	$110.00	$85.00	$60.00	$185.00	$60.00		
0.100	Perform Project Management	LAN	832										1248	2080	$241,280.00
2.160	Perform Preliminary Engineering Studies And Draft Project Report													0	$0.00
2.160.05	Updated Project Information													0	$0.00
2.160.05.05	Review Exist Data	LAN		10	10					10				30	$3,800.00
2.160.05.25	Geometrics Review	LAN	10		40	40	40					5		135	$16,725.00
2.160.05.30	Project Scope Review	LAN			40	40	40					5		125	$14,725.00
2.160.05.35	Project Cost Estimate Review	LAN					60					5	5	70	$6,925.00
2.160.10	Engineering Studies													0	$0.00
2.160.10.10	Traffic Forecasts/Modeling	Iteris												0	
2.160.10.15	Geometric Plans For Project Alternative	LAN	50		100	100	200		100	200		40	25	815	$90,900.00
2.160.10.20	Value Analysis	LAN			20	20	40	20		40		5	15	160	$15,525.00
2.160.10.20	Value Analysis	VMS												0	
2.160.10.25	Hydraulics/Hydrology Studies	LAN			200	200	400			100		10	40	950	$100,750.00
2.160.10.30	Highway Planting Design Concepts	LAN			0									0	$0.00
2.160.10.30	Highway Planting Design Concepts	STB												0	
2.160.10.35	Traffic Operational Analysis and Forecast	MMA												0	
2.160.10.40	Right Of Way Data Sheet	LAN	10		20	40		40						110	$12,300.00
2.160.10.40	Right Of Way Data Sheet	OPC												0	
2.160.10.45	Utility Locations Determined For Preliminary Engineering	LAN			100	100	200							400	$44,000.00
2.160.10.50	Railroad Study	LAN	50	50		150	200							450	$54,250.00
2.160.10.70	Traffic Studies	LAN	5		10		10	25					5	55	$5,475.00
2.160.10.70	Traffic Studies	MMA												0	
2.160.10.75	Materials Information	KLEINFELDER												0	
2.160.10.80	Geotechnical Information	KLEINFELDER												0	
2.160.10.85	Structures Advanced Planning Study (APS)													0	$0.00
2.160.10.85.05	Structures Preliminary Foundation Report (PFR)	KLEINFELDER												0	
2.160.10.85.30	Structures Advanced Planning Report (APR)	LAN	40	200	320	400	400		400	400		40		2200	$252,600.00
2.160.10.90	Prepare HOV Report	LAN	10			20	50	100	100		15	5	25	325	$30,875.00
2.160.10.90	HOV Report	Iteris												0	$0.00
2.160.10.95	Preliminary TMP	LAN		40								5	5	50	$7,625.00
2.160.15	Draft Project Report													0	$0.00
2.160.15.05	Cost Estimates For Alternatives	LAN	10	25	75	150	200	100		20				580	$81,575.00
2.160.15.10	Fact Sheet For Exceptions To Design Standards	LAN	10	40	40	100	100	100		20	20	5	25	460	$47,625.00
2.160.15.15	Approved Exceptions To Encroachment Policy	LAN		10			20	20		10		5	5	70	$7,075.00
2.160.15.20	Draft Project Report	LAN	10		400	200	100	100		20		10	40	880	$101,950.00
2.160.15.25	Draft Project Report Circulation, Review, & Approval	LAN	10		10							40	10	70	$11,350.00
2.160.20	Surveys													0	$0.00
2.160.20	Engineering and Land Net Surveys	LAN	10				20	20	10	50				110	$10,750.00
2.160.30	Environmental Study Request (ESR)													0	$0.00
2.160.30	Maps For ESR	LAN			25	50	100	100		50		5	10	340	$31,900.00
2.165.10	General Environmental Studies														
2.165.10.50	Perform Preliminary Site Investigation for Hazardous Waste	STANTEC													
2.170	Permits, Agreements, and Rights Acquisition During PA&ED Component													0	
2.170.05	Required Permits	LAN	25										5	30	$5,300.00
2.170.10	Permits	LAN	25			50	100					1		176	$20,435.00
2.170.15	Railroad Agreements	LAN	40				150			15		5	10	220	$25,050.00
2.175	Circulate Draft Scoping & Select Preferred Project Alternative Identification													0	$0.00
2.175.05	DED Circulation	LAN	20	5	5	10	10					5	10	65	$9,100.00
2.175.10	Public Hearing													0	$0.00
2.175.10.15	Displays For Public Hearing	LAN	10	10		30		150				5		205	$19,225.00
2.175.10.25	Map Displays And Public Hearing Plan	LAN	10	10		30		150				5		205	$19,225.00
2.175.10.35	Public Hearing	LAN	20	20		30						5		75	$11,575.00
2.175.15	Public Comment Responses and Correspondence	LAN	20	20		30						5		75	$11,575.00
2.175.20	Project Preferred Alternative	LAN	20	20		30						5	10	85	$12,175.00
2.180	Prepare And Approve Project Report And Final Environmental Document													0	$0.00
2.180.05	Project Report													0	$0.00
2.180.05.05	Updated Draft Project Report	LAN			40	150	200	200				40	40	670	$66,450.00
2.180.05.10	Approved Project Report	LAN			40	30	50	150				25		295	$29,475.00
2.180.05.15	Updated Storm Water Data Report	LAN			40	150	150					5	10	355	$38,425.00
3.185	Prepare Base Maps And Plan Sheets													0	$0.00
3.185.10	Surveys And Photogrammetric Mapping For Design (Supplemental)													0	$0.00
3.185.10.50	Control Surveys	ASSOCIATED												0	
3.185.10.55	Photogrammetric Maps And Products	ASSOCIATED												0	$0.00
3.185.10.60	Engineering Surveys	ASSOCIATED												0	
3.185.10.65	As-Built Centerline Surveys	ASSOCIATED												0	
3.185.10.70	Pavement Surveys	ASSOCIATED												0	
3.185.15	Preliminary Design (Gov'ts)													0	$0.00
3.185.15.05	Roadway And Misc. Design	LAN	40	50	100	300	300			200	100			1090	$115,500.00
3.185.15.10	Proposed Geometrics Review	LAN			100	100						100	20	320	$44,700.00
3.185.15.15	Requests For Exceptions To Design Standards	LAN	40		300		400			100	50	20	40	950	$104,100.00
														0	$0.00
	Total PA/ED		1327	510	2035	2650	3540	1275	610	1235	185	411	1603	15281	$1,702,290.00

TASK ORDER NO. 9
BI COUNTY HOV PROJECT STUDY REPORT/ PROJECT REPORT, GEOMETRIC APPROVAL DRAWINGS AND ASSOCIATED DESIGN EXCEPTIONS

Date: Wednesday, February 11, 2009
Consultant Firm: Lim & Nascimento Engineering Corporation
Contract No.: 03-046
Project Title: I-215 Bi-County Engineering Services

I. Task Order Description

CONSULTANT shall perform professional and technical engineering services. The project limits are in the County of San Bernardino and County of Riverside on Interstate 215 from State Route 60 northerly to Orange Show Road north of Interstate 10.

The purpose of this task order is to develop project study report/project report and geometric approval drawings with associated design exception approval for the Bi County HOV project in accordance with Caltrans guidelines, procedures and requirements. This task includes studying one alternative and reaching consensus with internal/external stakeholders. Once the a decision is made on layout of single alternative, a draft Project Study Report/Project Report will be prepared followed by a final Project Study Report/Project Report. In addition to obtain Project Study Report/Project Report Approval, Geometric Approval Drawings and associated Design Exceptions will be necessary.

II. Scope of Services

100.10 Project Management - PA & ED Component

Includes the management of the PA&ED component from initiation through completion. The services provided include the initiation, planning, execution, control, and closeout of the PA&ED component.

160.05 Updated Project Information

This activity includes review of the information assembled and developed during the PID, as well as a preliminary assessment of what additional information may be required during the project report and environmental document development.

End Product:

Understanding of project need and purpose, scope, cost and what additional studies may be required during the Project Report development.

160.05.05 Review work performed to date

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section1

160.05.25 Geometrics Review – Obtain as-built plans and R/W Information

Guidance

Highway Design Manual (HDM), Chapters 100 & 200
Project Development Procedures Manual (PDPM), Chapter 10, Sections 1 & 2

160.05.30 Project Scope Review – Define Problem

Guidance

Project Development Procedures Manual (PDPM), Chapter 8, Section 7; Chapter 10, Section 1

160.05.35 Project Cost Estimate Review

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section 1; Chapters 6 & 20, All

160.10 Engineering Studies

This activity includes developing in more detail or updating those studies initiated during the PID. It also includes those additional engineering studies required to address new alternatives or revisions developed during the environmental process.

End product:

Refinement of project alternatives, and further design of all project features adequate for detailed discussion of project impacts in the environmental document and suitable for the initiation of final design.

160.10.10 Traffic Forecasts/Modeling

Includes all activities necessary to update and expand any previously completed travel forecast effort under WBS 150.05.25. Analyze travel-demand model data using Regional Transportation Planning Agencies (RTPA) traffic models when available. Prepare future traffic projections for intersections, highway mainlines and ramps for project level documents. Prepare traffic indices and design designations such as traffic index and equivalent single-axle load.

Guidance

Project Development Procedures Manual (PDPM), Chapter 3, Section 7

Highway Design Manual (HDM) Chapter 600

California Department of Transportation Travel Forecasting Guidelines

NCHRP 255 Highway Traffic Data for Urbanized Area

Project Planning and Design

160.10.15 Geometric Plans for Project Alternatives

This includes horizontal and vertical alignments, cross sections, typical sections, construction staging/detours and building plans.

Guidance

Highway Design Manual (HDM), Chapters 100 & 200

Project Development Procedures Manual (PDPM), Chapter 10, Sections 1 & 2

End Product:

- Second Order Prepare Geometric Plans for Project Alternatives.
- Third Order Exceptions to Design Standards

160.10.20 Value Analysis

Guidance

Project Development Procedures Manual (PDPM), Chapter 19, All; Chapter 9, Article 3; Chapter 8, Section 6

160.10.25 Hydraulics/Hydrology Studies

Guidance

Project Development Procedures Manual (PDPM), Chapter 8, Sections 7

160.10.30 Highway Planting Design Concepts

Includes mitigation planting, replacement planting, and new planting.

Guidance

Project Development Procedures Manual (PDPM), Chapter 3, Section 12; Chapter 9, Article 7; Chapter 29, All

160.10.35 Traffic Operational Analysis

Evaluate the level of service that will result from alternative improvements to a facility. Includes all activities necessary to update and expand any

previously completed traffic capacity analysis (WBS 150.15.45). Includes the use of macroscopic and/or micro-simulation modeling, as appropriate, to perform traffic capacity/operational analysis on existing and future year project specific needs for State highways. Includes integrating, ramp metering, HOV lanes and intelligent transportation system needs The operational impacts of various improvements are estimated and compared as a basis for decisions making and evaluation of proposed alternatives.

Guidance

Highway Capacity Manual
HOV Guidelines
Ramp Metering Design Guidelines
Traffic Bulletins
California Manual on Uniform Traffic Control Devices
Project Development Procedures Manual (PDPM), Chapter 3, Section 7; Chapter 8, Section 7
Caltrans Guidelines for Applying Traffic Microsimulation Modeling Software
FHWA Vol. III Guidelines for Applying Traffic Microsimulation Model Software

160.10.40 Right of Way Data Sheet

Includes assessing R/W requirements, obtaining public records, and preparing or updating right of way cost estimates and Cost Estimate Maps

Business Practice:

Departmental recommendation is for Surveys/PERFORM RIGHT OF WAY ENGINEERING to create Cost Estimate Maps.

Quality:

Cost Estimate Maps shall meet or exceed specifications and standards as set forth in the Caltrans Plans Preparation Manual, Section 4-2(all).

End Products:

Right of Way Data Sheets
Cost Estimate Maps (part of the Right of Way Data Sheet deliverable.)

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 4
Right of Way Manual - Reference Version, Chapter 4
Project Development Procedures Manual (PDPM), Chapter 3, Section 4 & 5; Chapters 6 & 20, All; Chapter 8, Section 7

160.10.45 Utility SEARCH & Locations Determined for Preliminary Engineering

Updated Utility Estimates, Utility Verification Maps, Verified Utility Locations transferred to plan sheet, Request for Pothole (Pos Loc), Pothole plan, Task Orders, Notice to Owner to Pothole, Report of Investigation to Pothole, Utility Agreement to Pothole, Potholed facility information transferred to plan sheets, and Utility Survey.

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 13
Right of Way Manual - Reference Version, Chapter 13
Project Development Procedures Manual (PDPM), Chapter 3, Section 13; Chapter 8, Section 7

For Utility Surveys

Business Practice:

When Potholing activities are required to locate utility facilities the recommended procedure is:

- Caltrans representative, normally from Design or Utilities, is present during the potholing efforts. Representative will set reference points to the uncovered utilities noting the horizontal and vertical offsets between reference point and utility.
- Surveys will respond immediately, upon notification that reference points to utilities are set, tie the locations of reference points, calculate location of utilities, and provide information to requestor.
- This procedure will eliminate the need for survey crews to stand-by while utilities are being uncovered.

Quality:

Surveys must meet all requirements as set forth in the Caltrans Surveys Manual, Section 11.7-5.

End Products:

As defined in Caltrans Surveys Manual, Section 11.7-5. Products should be delivered in a design software project file containing three-dimensional location of tied utility facilities.

160.10.50 Railroad Study

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 8
Right of Way Manual - Reference Version, Chapter 8
Project Development Procedures Manual (PDPM), Chapter 3, Section 4; Chapter 8, Section 7

160.10.70 Traffic Studies

This Includes:

- Prepare preliminary traffic design
- Perform Safety Analysis
- Traffic system and signal system review
- Determine need for weigh in motion facility

Guidance

Traffic Manual, Ch.7Highway Capacity Manual

HOV Guidelines

Ramp Metering Design Guidelines

Traffic Bulletins

California Manual on Uniform Traffic Control Devices Project Development Procedures Manual (PDPM), Chapter 3, Section 7; Chapter 8, Section 7

160.10.75 Materials Information

Includes identification of Material sites and any required lab testing.

Guidance

Project Development Procedures Manual (PDPM), Chapter 3, Section 6

160.10.80 Geotechnical Information

This task includes preparation of the District Preliminary Geotechnical Report (DPGR) if it is not done during the PID phase (i.e. WBS 150.15.20). If the DPGR is completed for the project in the earlier component, then use this element to plan the effort needed to update or supplement DPGR should additional project information become available

Guidance

Project Development Procedures Manual (PDPM), Chapter 2, Section 9; Chapter 3, Section 6; Chapter 9, Article9; Chapter 20, Section 2

Highway design Manual Chapter 100, Topics 113 and 114; Chapter 200, Topics 203, 208, and 210; Chapter 800, Topics 802 and 805

160.10.85 Structures Advance Planning Study (APS)

Efforts required preparing or updating a Structures Advance Planning Study (APS).

Guidance
Bridge Design Aids, Sections 10 & 11
Bridge Design Details, Sections 1-3
Bridge Design Memo to Designers, Sections 1, 2, & 17
Bridge Design Specifications
OSFP Information & Procedures Guide, Chapters 2, 5, & 6
Project Development Procedures Manual (PDPM), Chapter 3, Section 8

160.10.85.05 Structures Preliminary Geotechnical Report (SPGR)

This task includes all efforts required to produce a Structures Preliminary Geotechnical Report (SPGR). An SPGR is required during the early stages of a project and shall be included as part of the Structures Advanced Planning Study. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. The SPGR shall provide, but not be limited to, the following:

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Scour Evaluation
- Corrosion Evaluation
- Preliminary Seismic Study
- As-Built Foundation Data
- Preliminary Foundation Recommendations
- Additional Field Work and Laboratory Testing

Guidance
Guidelines for Structure Foundation Reports. Chapter 2

160.10.85.30 Updated Structures Advance Planning Report (APR)

Efforts required updating a Structures Advance Planning Report (APR).

160.10.90 High Occupancy Vehicle Report

Efforts required for preparing a High Occupancy Vehicle (HOV) Report.

Guidance
Project Development Procedures Manual (PDPM), Chapter 3, Section 7; Chapter 8, Section 7

160.10.95 Preliminary Transportation Management Plan

Efforts required for preparing or updating Preliminary Transportation Management Plan (TMP) which efforts includes:

- Refine estimate of proposed TMP strategies (from the PID component) and their respective costs
- Determine feasibility of using surface streets for traffic diversion
- Develop traffic handling plans with local agencies
- Review and update TMP Data Sheet
- Coordinate lane closures for multiple projects in the same area to determine impact on this project
- Coordinate major closures with neighboring districts, H, and local agencies to determine impact on this project
- Coordination with TMP team (TMP Manager, DTM, PE, and Maintenance)
- Begin preparation of traffic contingency plan
- Update TMP/lane closure database
- Place/adjust traffic signs and devices

Guidance

Deputy Directive 60 regarding TMP Requirements
TMP Guidelines
Traffic Manual, Ch.7Highway Capacity Manual
HOV Guidelines
Ramp Metering Design Guidelines
Traffic Bulletins
California Manual on Uniform Traffic Control Devices
Project Development Procedures Manual (PDPM), Chapter 3, Section 7; Chapter 8, Section 7

160.15 Draft Project Report

This activity includes all tasks required to develop the text, exhibits and cost estimate required for a Draft Project Report. This activity includes development and approval of any design exceptions that were not addressed during the PID. If only a Categorical Exemption/Exclusion is required, the draft Project Report is in itself the Final Project Report, and WBS 180 should not be used.

End product:

This activity is complete with the approval and distribution of the Draft Project Report, any Supplemental Draft Project Reports, or in the case where no Draft Environmental Document is required, the final Project Report.

160.15.05 Cost Estimates for Alternatives

Guidance

Project Development Procedures Manual (PDPM), Chapters 6 & 20, All; Chapter 8, Section 6

160.15.10 Fact Sheet for Exceptions to Design Standards

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82

Project Development Procedures Manual (PDPM), Chapter 10, Section 2; Chapter 21, All

160.15.15 Approved Exceptions to Encroachment Policy

Guidance

Project Development Procedures Manual (PDPM), Chapter 17, All

160.15.20 Draft Project Report

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section 5;

160.15.25 DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, All Sections

160.20 Engineering and Land Net Surveys

Project Control Surveys, Data Surveys for Design, and Initial Land Net Mapping Control and topographic surveys for products supplied to Design, and surveys of existing land net and Right of Way Base Map development.

Business Practice:

Work for WBS 160.20.25, 160.20.30 and WBS 160.20.35 products may be performed in part or completely under WBS 220.05.05, 220.05.10 and WBS 220.10 respectively. Regardless of which WBS element products are created under, an effort should be made to have them completed prior to receipt of Right of Way requirements (WBS 185.25).

Work for WBS 160.20.50 – 160.20.70 products may be performed in part or completely under WBS 185.10.50 – 185.10.70 respectively. Determination of when work is performed should be based on type of project, STIP, SHOPP,

Minor, etc. and Design's needs. An agreement for delivery schedule and deliverables should be negotiated with Design and filed with the project.

Quality:

Refer to Caltrans Surveys Manual, Chapters 5, 10 and 11, and Figure 5.1

End Products:

- Land Net Surveys
- Retracement Map
- Project Control Network
- Photogrammetric Control Surveys
- Design Software Project File
- Photogrammetric Maps and Products

160.30 Environmental Study Request (ESR)

Includes all Environmental, Design, and Right of Way efforts necessary to develop and complete an Environmental Study Request (ESR).

Guidance

Memo from Chief Engineer dated 28 November 2001

End Product:

- A complete Environmental Study Request.

160.30.05 Maps for ESR

Prepare environmental study maps for the alternatives selected for further study. This activity includes preparation of only those maps not produced as part of other activities (such as 160.10.15-Prepare Geometric Plans for Project Alternatives) that are necessary for publishing in the Environmental Documents/Determination and related technical study reports.

Guidance

Standard Environmental Reference (SER) - Environmental Handbooks Vols. 1, 2, 3, and 4

Project Development Procedures Manual (PDPM), Chapter 10, Sections 3 & 4

Sub-tasks:

Mapping and plans include, but may not be limited to, the following:

- Project Vicinity Map.
- Project Location Map.
- Proposed Project/Alternatives Plans.
- Project R/W and adjacent parcel mapping.
- Hydrologic and flood plain mapping.
- Seismic and environmental geology mapping

End product:

Adequate project maps for initiation of environmental studies for the alternatives selected for further study. However, this activity may continue through the environmental process to address modifications and maps required for Environmental Documents/Determinations and related technical study reports.

165.10 General Environmental Studies

Perform environmental technical studies, other than for Biology and Cultural Resources, and prepare technical reports and other work products documenting study results.

End Product:

All technical study reports necessary for the preparation of a project's Environmental Document, other than those related to Biology (See WBS 165.15) and Cultural Resources (see WBS 165.20).

165.10.50 Hazardous Waste Preliminary Site Investigations

Perform all activities related to one or more Preliminary Site Investigations (PSIs) as defined under procedures, and prepare a technical report documenting study results.

Note 1: If the Initial Site Assessment was not prepared during the PID, ISA work completed during WBS 165 should be captured under 150.20.10.

Note 2: Typically this work may be done through the consultant contract process. Consultant selection and administration activities should be captured under WBS 100.20.

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 10

Project Development Procedures Manual (PDPM), Chapter 10, Sections 3 & 4; Chapter 18, All Sections

Sub-tasks:

- Review and, if necessary, update Initial Site Assessment.
- Transfer funding from project to hazardous waste contract to cover task order cost.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

End product(s):

- Technical Report
- Technical report Abstract for use in Environmental Document text
- Transmittal memo

170 Permits, Agreements, and Route Adoptions during PA&ED Component

Work during PA&ED Component involved in identifying and obtaining necessary permits, agreements, and/or route adoptions needed for project construction.

Note: Agreements or permits specific to other level 5 activities are NOT included as part of this work.

170.05 Required Permits

This activity includes all work, normally prior to approval of the PR and FED, required in order to determine what permits may be required or may not be required.

Note: This does not include coordination with resource agencies covering the scoping and NEPA/404 MOU process covered under activities 150.10.05, 150.20.20, 165.05.10, and 165.15.15.

Guidance

Environmental Handbook Vol. 3, Chapter 3 and 4

Project Development Procedures Manual (PDPM), Chapter 2, Section 7; Chapter 3, Section 2; Chapter 13, Articles 1 & 2

End Product:

A list of what specific permits are required and from what agency and/or a memo to file of what permits were considered but not pursued and for what reason.

170.10 Permits

All work involved in obtaining permits, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

End product:

The permits from each applicable permitting agency have been received.

170.15 Railroad Agreements

All work involved in preparing a Railroad Service Contract, a Railroad Construction and Maintenance Agreement, and PUC application.

End Product:

Transmittal of a Clearance Memo from the Structures Agreements Section to Office Engineer, project cannot be advertised prior to this clearance.

175.10 Public Hearing

Perform all tasks for the purpose of preparing and holding Public Hearing for a project.

End Product:

Distribution of the record of Public Hearing

175.10.15 Displays for Public Hearing

Preparation of any displays, exhibits, equipment, signs, models, or other physical features for use at the public hearing.

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

175.10.25 Map Display and Public Hearing Plan

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

175.10.35 Public Hearing

Includes all remaining activities relating to holding the public hearing.

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

other 175.10 elements.

175.15 Public Comment Responses and Correspondence

Includes the formal response to comments on the DED for the preparation of the Final Environmental Document (FED).

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

Sub-Tasks:

None identified.

End Product(s):

Printed copies of the responses to comments or the complete text, figures, tables, etc. ready for inclusion into the FED

175.20 Project Preferred Alternative

Identify the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED).

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM); Chapter 12, Section 2

Sub-Tasks:

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.

- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

End Product:

Minutes of the PDT meeting documenting the selection, and agreements with other agencies

180 Prepare and Approve Project Report

Work involved in the preparation, review, and approval of a Project Report.

180.05 Final Project Report

Includes all work beyond the approval of the Draft Project Report (160.15) leading to and including approval and distribution of the Project Report.

Note: If only a Categorical Exemption/Exclusion is required, the draft Project Report constitutes the Final Project Report and WBS 180 should not be used.

End Product:

Approved copies are made and distributed.

180.05.05 Updated Draft Project Report

Includes the Preferred Alternative selection and updating the cost estimate.

Guidance

Project Development Procedures Manual (PDPM),
Chapters 12 and 13, All Sections

180.05.10 Approved Project Report

Includes any review and revision as needed due to comments made during circulation.

Guidance

Project Development Procedures Manual (PDPM),
Chapters 12 and 13, All Sections

180.05.15 Updated Storm Water Data Report

Guidance

Project Planning and Design Guide (PPDG), Section 6; Appendix E

185 Prepare Base Maps and Plan Sheets during PS&E development

Work during PS&E development involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this activity include Maps-to-R/W and plan sheets to other functional units.

185.10 Engineering and Photogrammetric Surveys

Produce the mapping and survey control necessary for PS&E. This supplements the mapping and control surveys that was produced for the Project Report stage. (See WBS 160.20).

End product:

- Project Mapping for PS&E
- Project Survey Control for PS&E

185.10.50 Control Surveys

Involves all facets of control survey work related to a project; bringing control from Basic (Corridor) Control and adjacent projects, establishing primary control throughout the project, and establishing supplemental control for the project.

Business Practice:

Horizontal project control should be created as a single adjusted network.

The department's preferred level of accuracy for horizontal project control is 1st Order.

Work for this product may be performed under WBS 160.20.50 or WBS 185.10.50. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

Control must meet all accuracy standards and methodology requirements as set forth in the Caltrans Surveys Manual, Chapters 5, 8, 9, and Figure 5.1

End Products:

- Permanent Project Control Monumentation
- Project Control Diagram
- Project Control Report
- Inclusion of control points in electronic control database

Note:

Does not include control set for aerial mapping products.

185.10.55 Photogrammetric Maps and Products

Includes preparing mapping request, flight line and control distribution planning, pre-marking control survey, aero-triangulation, contract administration, 3-D compilation, map assembly, data conversion, quality control and digital terrain modeling.

Business Practice:

Work for this product may be performed under WBS 160.20.55 or WBS 185.10.55. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

Control must meet all accuracy standards and methodology requirements as set forth in the Caltrans Surveys Manual, Chapters 5, 8, 9, and Figure 5.1

For Photogrammetric Products refer to Caltrans' Users Guide to Photogrammetric Services

End Products:

- Flight Line Layout
- Pre-Marking Control Survey
- Design Project File
- CADD Drawing File

185.10.60 Engineering Surveys

Includes all facets of work; research, planning, field survey, processing and adjusting data, and creating Design Project File, required to perform a topographic survey for delivery to Design.

Business Practice:

Work for this product may be performed under WBS 160.20.60 or WBS 185.10.60. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

All products must meet or exceed criteria as set forth in the Caltrans Surveys Manual, Chapters 5 and 11, and Figure 5-1.

End Products:

Design Software Project File, containing any or all of the following;

- Topography

- Structures
- Utility Locations
- Monitoring Surveys
- Vertical Clearance

185.10.65 As-Built Centerline Surveys

All work required locating and documenting existing facility centerline. Includes planning, research, field survey, processing and adjusting data, and preparing the As-built Centerline Alignment map.

Business Practice:

Work for this product may be performed under WBS 160.20.65 or WBS 185.10.65. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

For centerline location, surveys should be performed in a manner to ensure meeting Caltrans General Order standards as listed in the Caltrans Surveys Manual, Chapter 5 and Figure 5-1.

End Products:

- A Design Software project file and/or CADD drawing file containing preliminary right of way line locations based on record data and field surveys.
- Inclusion into District Centerline Alignment Log using appropriate format for district.

185.10.70 Pavement Surveys

Includes all efforts to survey paved portion of project alignment(s).

Business Practice:

Work for this product may be performed under WBS 160.20.70 or WBS 185.10.70. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

This work element should be charged when only the horizontal and vertical location of paved features is to be collected. When data collected includes features other than pavement WBS 160.20.65/185.10.65 should be charged.

Typically this product will be merged with the WBS 160.20.65 or 185.10.65 product prior to transmittal to Design.

Quality:

Refer to Caltrans Surveys Manual, Chapter 5, Figure 5-1, and Sections 11.7-1 thru 11.7-4.

End Products:

- Design Software Project File

185.15 Preliminary Design

This activity includes establishment and any subsequent substantial changes to the project footprint. Design activities with regard to the following preliminary design work:

- Horizontal And Vertical Alignment
- Typical Cross Sections
- Super Elevations
- Earthwork
- Intersection/Interchange Design
- Review Of Geometric Design
- Exceptions To Design Standards
- Includes Delineation Support
- Conceptual stage construction plans.

End product:

- Completion of base maps (which become skeleton plan sheets) for functional units, suitable for developing the functional PS&E.
- Approved geometric design.

185.15.05 Roadway and Miscellaneous Design

Includes: Design of horizontal and vertical alignment, typical cross sections, super elevations, earthwork (cut & fill locations) and conceptual stage construction plans.

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82

Project Development Procedures Manual (PDPM), Chapter 14, Section 1, Article 1

End Product:

- "B" Order and/or First Order Geometric Approval Drawings
- First Order of Alignments and Intersection/Interchange Design

185.15.10 Proposed Geometrics Review

Includes: Routine meetings with OPPD, FHWA, and other units in review of proposed geometric design

Guidance

Design Information Bulletins (DIB), Number 66
Highway Design Manual (HDM), Chapters 80, Topic 82 & 100, Topic 111
Project Development Procedures Manual (PDPM), Chapter 14, Section 1, Article 2 & 5

185.15.15 Requests for Exceptions to Design Standards

All work necessary in the preparation of Fact Sheets for exceptions to the mandatory and advisory design standards and processing of approval.

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82
Project Development Procedures Manual (PDPM), Chapter 21, All Sections

Task Order Deliverables

- Draft Project Study Report/Project Report
- Project Study Report/Project Report
- Geometric Approval Drawings
- Design Exceptions

III. Task Schedule

As directed by the Contract Manager. A preliminary envisioned schedule is attached to this task order.

IV. Cost

A. The Consultant will be paid for the actual hours worked in accordance with the Articles 6 of the Contract, the Consultant's Cost Proposal referenced in Attachment "B" and with the Task Order cost estimate which is attached and incorporated by reference.
B. In addition, the Consultant will be paid for the actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Article 6 of the Contract.
C. The total amount payable by SANBAG under this Task Order shall not exceed $_____

V. Project Coordinator

The Project Coordinator from SANBAG for this task order will be Gilbert Betancourt, (909) 889-8611 x 165.

March 25, 2009

I-215 HOV Gap Closure
SCOPE OF WORK TASKS

This document describes Iteris's proposed scope of work for traffic forecasting and traffic analysis related to the PSR/PR of I-215 HOV Gap Closure project. The project limits are on I-215 generally from Orange Show Road in the City of San Bernardino Road to the SR-60 interchange in the City of Riverside. The traffic forecasting and traffic analysis for this project will be in support of the "HOV Report" required for the project. This report will compare two Build Alternatives to the No Build Alternative. One of the two Build Alternatives includes the addition of high-occupancy vehicle (HOV) lanes, and the other includes addition of mixed-flow lanes through the project limits. A full traffic operational analysis will not be conducted.

Existing and Projected Traffic Volumes

The following data will be collected:

- Mainline volumes on one freeway segment will be determined from Caltrans' Freeway Performance Measurement System (PeMS).
- Mainline volumes on the remaining freeway segments will be determined by adding and subtracting ramp volumes at each interchange. Therefore, ramp volumes will be developed from intersection turning movement counts that will be collected at all ramp terminus intersections along the corridor.
- Vehicle occupancy data for HOV and mixed-flow lanes will be determined from counts previously conducted by SANBAG on November 17, 2004.

As required for an HOV report, traffic forecasts will be developed for five years after project opening.

160.10.90 High Occupancy Vehicle Report

An HOV Report will be prepared in accord with Caltrans guidelines. The report will document existing conditions and evaluate the effects of HOV options on congestion and capacity. Existing and forecast future vehicle occupancy will be evaluated. A comparison of the "persons moved" during the peak hour under no project conditions, HOV project conditions, and an assumed mixed-flow lane project conditions will be presented. Potential policy measures to maintain efficient operations of the HOV lanes, such as toll adjustments or increasing the minimum occupancy requirements, will be discussed. Integration of the HOV into the regional network of such facilities, including the proposed facilities on SR-91 to the south and I-215 to the north, will also be evaluated and discussed.

Deliverables: Draft and Final HOV Reports

TASK ORDER – SCOPE OF SERVICES
February 2009
Value Management Strategies, Inc.

I. Project Description

The Contractor shall assist with preparing and distributing a Value Analysis (VA) study of the project described below:

I-215 Bi-County HOV Gap Closure

II. Team Authority and Coordination:

VA Study to comply with NHS VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

Study Coordination:

R. Terry Hays, Project Coordinator, Value Management Strategies, Inc
TBD, Team Leader Value Management Strategies, Inc.
Sam Saghafi, LAN Engineering
D-8 Caltrans

III. Study Participants and Schedule

The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Caltrans and LAN Engineering. The study will be five days, at a date TBD. A pre-study meeting will be scheduled no later than the week prior to the start of the study. Once the Draft report has been reviewed the project stakeholders, and implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

IV. Period of Performance

LAN Engineering shall provide the Contractor with written approval prior to commencement of any work.

Work under this Task Order shall begin on ***a date TBD*** or upon final approval of this Task Order. Pre-study, data collection and dissemination shall begin on ***a date TBD***.

V. Scope of Services

The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Provide the following technical team members for the following disciplines:
  - None to be provided by VMS.

- Conference rooms will be provided by LAN, or Caltrans.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings.

VI. VA Deliverables

The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (Attachments A, B and C per the Caltrans Team Guide.
- Leading VA Study. Participants should include representatives of; including the Project Manager, Caltrans and LAN Engineering, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
  - A distribution list for the VA reports must be developed with the Project Manager.
  - Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
  - The preliminary report will be in Electronic format.
- Coordinate with LAN Engineering and Caltrans on the project stakeholders' responses to the preliminary VA report and prepare for an implementation meeting to resolve the disposition of the VA alternatives, finalize the VA study reportables (costs, performance and value indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA report will be an electronic copy in PDF format of the entire report and a separate file in excel format of the VA study summary report.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives , who is responsible for this action and when it is due. The team leader will follow up with PM from LAN Engineering and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.
- Provide Caltrans HQ VA Program Manager copies of electronic copies of the Preliminary and Final Reports and the VASSR so that they can include the study in their annual reports to FHWA.

VII. Reports and/or Meetings

The Contractor shall submit progress reports, and meet with LAN Engineering, as needed, to discuss progress on the study.

The Contractor shall schedule and facilitate the Pre-Study, VA Study and Implementation meetings at a date and time to be determined by the LAN Engineering, and Caltrans Project Manager.

Stantec

Stantec Consulting Corporation
25864-F Business Center Drive
Redlands, CA 92374
Tel: (909) 335-6116
Fax: (909) 335-6120

March 26, 2009

Mr. William Nascimento
LAN Engineering Corporation
20 Empire Drive
Lake Forest, CA 92630

RE: *REVISED* AERIALLY DEPOSITED LEAD WORK PLAN/ACM-LBP WORK PLAN
I-215 Bi-County HOV Gap Closure Project
Riverside and San Bernardino Counties, California

Dear Mr. Nascimento,

As requested, Stantec Consulting Corporation (Stantec), formerly SECOR International Incorporated, is pleased to present this Work Plan to conduct an Aerially-Deposited Lead Investigation, an Asbestos-Containing Materials (ACM) Survey, and a Lead-Based Paint Survey along the Interstate 215 (I-215) corridor for Lim and Nascimento Engineering Corporation (LAN). This is a project that involves paving the I-215 median from I-60 to Orange Show Road with sliver widening (4 to 6 feet each side) on the outside shoulders through the entire corridor. This work plan and scope of work has been prepared for LAN in accordance with Caltrans, District 8 protocol for similar projects in the area.

SCOPE OF WORK

The scope of work will included the following general elements:

- Task 1 – Aerially-Deposited Lead Investigation along the westbound and eastbound I-215 shoulders; this investigation will also include an assessment of metals, semi-volatile organic compounds (SVOCs), and polychlorinated biphenyls (PCBs) in the soils around the railroad tracks.
- Task 2 – Lead-Based Paint Surveys on the six bridges scheduled for widening and the two steel girder railroad bridges scheduled for removal.
- Task 3 – Asbestos-Containing Materials Surveys on the six bridges scheduled for widening and the two steel girder railroad bridges scheduled for removal.

The following sections describe the scope of work for each task described above.

TASK 1 - AERIALLY DEPOSITED LEAD (ADL) INVESTIGATION TASKS

The objective of the ADL investigation is to evaluate lead concentrations in the subsurface soil profile within the construction zone and to make recommendations for any special handling or disposal of lead impacted soil. In preparing this proposal, Stantec contacted Ms. Rosanna Roa to evaluate the appropriate sampling protocol for this highway project.

Stantec will sample and analyze for aerially deposited lead (ADL) in unpaved areas which may potentially be disturbed during construction activities along the corridor. As part of the ADL survey, soil samples will be collected from hand auger borings at depth discrete intervals not to exceed 3 feet below

ground surface (bgs) in order to obtain a representative data set for laboratory analysis. Soil removed during hand auguring will be placed back into the boring. The proposed scope of work is intended to evaluate whether excavated soil generated during the proposed improvements will result in the need for special handling or disposal (as defined by Title 22 of the California Code of Regulations) with respect to ADL.

Stantec has subdivided the proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be prepared and implemented during field sampling. Stantec will collect ADL samples on the shoulders of proposed sliver widening and no lane closure will be required. No samples will be collected below areas currently covered by pavement or within 6 feet of pavement. If necessary, Stantec will mark the proposed sampling locations and contact Underground Service Alert (USA) for utility clearance. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the area around the tracks. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.

Field Investigations

To evaluate ADL, Stantec proposes to advance approximately 128 hand auger borings in the vicinity of the proposed improvements (64 borings on each side of the I-215 ROW) to a maximum depth of 3 feet below ground surface (bgs). Three samples will be collected from each boring at 0.5-1.0, 1.5-2.0, and 2.5-3.0 feet bgs for a total of 384 samples. As per instruction from Caltrans District 8 Environmental Manager, Rosanna Roa, borings will be spaced at approximately 500-foot intervals in order to generate a representative data set along the corridor. No borings will be advanced outside of the existing right-of-way or in existing paved areas.

To evaluate soils near the railroad track for heavy metals, PCBs, and SVOCs, Stantec proposes to advance approximately 12 hand auger borings in the vicinity of the proposed track removals along the two bridges (6 borings along each bridge; each bridge area to be assessed is approximately 0.10 miles in length). Two (2) samples will be collected from each boring at depths of 0.5-1.0 and 1.5-2.0 feet bgs, or until refusal is achieved, for a total of 24 samples. With respect to the safety of the staff conducting the soil survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge ends and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure.

ADL and metals samples will be collected directly from the hand auger bailer, manually homogenized in the field, and discharged into plastic Zip Lock bags. All soil sampling equipment will be decontaminated before advancing at each boring location. Each sample will be labeled with the sample identification indicating a borehole ID, sample depth, sample date, and sample time. All samples will be annotated on chain-of-custody forms and delivered to a laboratory certified by the California Department of Health Services Environmental Laboratory Accreditation Program for the analyses indicated herein.

Laboratory Analysis

To evaluate appropriate handling procedures for excavated soil as a result of proposed road improvements, selected ADL samples will be analyzed in a California certified laboratory for total lead concentration (TTLC). Samples exceeding 50 mg/kg for total lead will be analyzed for soluble lead following the California Waste Extraction Test (Cal WET-citric), for pH, and for soluble lead following the California Waste Extraction Test (Cal-WET-DI) using deionized water. Based on previous

investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the total lead samples will require analysis by Cal WET-Citric. The Toxicity Characteristic Leaching Procedure (TCLP) analysis will be run on samples where the STLC Cal WET-citric results exceed 5 mg/L. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the Cal WET-citric samples will require analysis by TCLP. Ten percent of the samples will be analyzed by Cal WET – DI (using deionized water as an extractant).

Samples will be analyzed by the following test methods:

Total Lead	EPA test method 6010B
Soluble Lead (Cal WET-citric)	EPA extraction method 3010
Soluble Lead (Cal WET-DI)	DHS modified EPA extraction method 3010
TCLP	EPA extraction method 1311
pH	EPA test method 9045C

Stantec is estimating out of 128 borings that approximately 384 samples will be analyzed for total lead, 192 samples by STLC Cal WET-citric, 96 samples by TCLP and pH, and 36 samples by STLC Cal WET-DI. For purposes of QA/QC, one equipment blank, a sample of analyte-free water poured over/through the decontaminated field sampling equipment prior to the collection of environmental samples, will be collected before and after sampling each day, for a total of 20, and analyzed for total lead. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses to process a cost adjustment.

To evaluate appropriate handling procedures for excavated soil as a result of proposed railroad removals, collected samples will be analyzed in a California certified laboratory for Title 22 CAM-17 Metals. In addition to the aforementioned analysis, field equipment blanks will be submitted for analysis of metals for every bridge sampled.

Samples will be analyzed by the following test methods:

Title 22 CAM Metals	EPA test method 6010B/7471A
Polychlorinated biphenyls (PCBs)	EPA test method 8082
Semi-Volatile Organic Compounds (SVOCs)	EPA test method 8270

To summarize, Stantec is estimating out of 12 borings that approximately 24 samples will be analyzed for Title 22 CAM Metals, and 12 samples will be analyzed for PCBs and SVOCs. In addition, for purposes of QA/QC, equipment blank samples, 2 for every bridge sampled (4 total), will be analyzed for metals. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses in order to process a cost adjustment.

Statistical Evaluation and Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will statistically evaluate the ADL data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the statistical quality of the data. If additional investigation and sampling becomes necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ADL survey results. The report will include results of the field investigation, including ADL statistical analysis, a sample location map, a photographic log, and laboratory analytical results. The results will be summarized in tables and on figures to facilitate review. The reports will include recommendations for classification, handling, and disposal of soils.

TASK 2 - LEAD-BASED PAINT (LBP) SURVEY

A LBP survey is necessary to evaluate the lead content of paint on the eight (8) bridge structures located along the construction zone. According to LAN, six (6) bridges (Columbia Avenue, Center Street, Iowa Avenue, Barton Road, Newport Avenue, and Washington Street bridges) will be widened, and two steel girder railroad bridges will be removed as part of the construction activities along I-215.

As part of the LBP survey, Stantec will conduct an inspection of the painted surfaces along accessible portions of the bridge structures to evaluate whether suspect LBP is present in paint materials. Representative bulk material samples will be collected from homogeneous suspect LBP materials. A homogeneous area is defined as an area where the suspect material is uniform in texture and color and appears to be identical in every respect. The LBP survey will be completed using EPA and Department of Housing and Urban Development (HUD) guidelines. Stantec's sampling is destructive in nature and small pieces of paint will be collected for laboratory analysis. Stantec will not replace or repair these materials. However, the removal of small pieces of building materials does not typically compromise structural integrity.

Stantec has subdivided this proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be implemented during field sampling. All LBP samples will be collected during low volume traffic periods and at the traffic breaks when sampling the bridges is safe. If the traffic is constant with no natural breaks then road closures for LBP sampling may be necessary. If this is the case, Stantec will notify LAN, and submit a workplan outlining the procedures and costs necessary for traffic control to complete the survey. The sampling will be conducted with a 2 person team, one acting as the sampler and the other as the spotter/flagman who will also be responsible for generating the field drawings and the photographic log of the sample locations. With respect to the safety of the staff conducting the LBP survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge accessible from the slope and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the bridge structure. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.

Field Investigations

Stantec will perform a visual inspection and destructive sampling for lead based paint on the Columbia Avenue, Center Street, Iowa Avenue, Barton Road, Newport Avenue, and Washington Street bridges, in addition to the two steel girder bridges located between the Iowa Street bridge and the Barton Road bridge. Sample locations will be plotted and designated by sample number on a scaled field map of the roadway. Samples will be submitted to EMC Laboratory (a State certified laboratory) for analysis. Stantec estimates that approximately 50 LBP samples will be required from each of the eight bridges.

Laboratory Analysis

The method of removing paint to the substrate will be followed during the collection of suspect lead-based paint chip samples. Lead samples will be analyzed by EMC Laboratory using SOP Method #L01/1, EPA SW-846 Method 7420.

Statistical Evaluation and Report Preparation

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the LBP survey results. The report will include results of the field investigation, including a

sample location map, a photographic log, laboratory analytical results, and conclusions and recommendations specific to the findings.

TASK 3 – ASBESTOS CONTAINING MATERIALS (ACM) SURVEY

As part of the asbestos survey, Stantec will conduct an inspection of the accessible portions of the bridge to evaluate whether suspect ACMs are present in building materials. Representative bulk material samples will be collected from homogeneous suspect ACM materials. A homogeneous area is defined as an area where the suspect material is uniform in texture and color and appears to be identical in every respect. Stantec will use the Asbestos Hazard Emergency Response Act (AHERA) sampling guidelines, as outlined in 40 CFR 763 to determine the number of asbestos containing material (ACM) samples required to be collected from each suspect homogeneous area as identified in the following table. A summary table of AHERA guidelines is presented below.

AHERA Sample Criteria

Type of Homogeneous Material	EPA Required Number of Samples
Surfacing: Less than 1,000 sq. ft. 1000 – 5000 sq. ft. Greater than 5000 sq. ft	 3 5 7
Thermal System Insulation	3 samples per homogeneous material
Miscellaneous Materials	Discretion of the Building Inspector

Stantec has subdivided this proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be implemented during field sampling. Stantec anticipates that all sampling will occur along the shoulders of the bridge and no lane closures will be required. All ACM samples will be collected during low volume traffic periods and at the traffic breaks when sampling the bridges is safe. If the traffic is constant with no natural breaks then road closures for ACM sampling may be necessary. If this is the case, Stantec will notify LAN, and submit a workplan outlining the procedures and costs necessary for traffic control to complete the survey. The sampling will be conducted with a 2 person team, one acting as the sampler and the other as the spotter/flagman who will also be responsible for generating the field drawings and the photographic log of the sample locations. With respect to the safety of the staff conducting the ACM survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge accessible from the slope and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the bridge structure. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.

Field Investigations

Stantec will perform a visual inspection and destructive sampling for asbestos following the Asbestos Hazard Emergency Response Act (AHERA) sampling protocol as a guideline. Sample locations will be plotted and designated by sample number on a scaled field map of the Site structure. Samples will be submitted to EMC Laboratory (a State certified laboratory) for analysis. This information will be used to identify friable and non-friable ACMs. Stantec will ensure the technical quality by using AHERA-accredited Inspectors and Management Planners, Certified Consultants, and a proven Quality Assurance/Quality Control (QA/QC) Program. Stantec estimates that approximately 80 total ACM samples will be collected from each of the eight bridges.

Laboratory Analysis

Collected suspect ACM samples will be shipped under Chain-of-Custody to Environmental Management Consultants Laboratory (EMC), Phoenix, Arizona. EMC is a certified laboratory for bulk asbestos analysis. Asbestos samples will be analyzed using Polarized Light Microscopy (PLM) techniques in accordance with methodology approved by the Environmental Protection Agency (EPA). According to the EPA, an ACM is defined as a material containing more than one percent asbestos. According to the California Occupational Safety and Health Administration (Cal-OSHA) an asbestos containing building material is identified as 0.1 percent asbestos content. The lower limit of reliable detection for asbestos using the PLM method is approximately 1 percent by volume. However, the PLM technique can identify Cal-OSHA ACBMs. Although PLM methodology cannot quantify the exact percentage of asbestos detected less than 1 percent, if a sample had any quantity of asbestos, the laboratory, using PLM techniques, would identify these materials as "trace" amounts of asbestos (< 1 percent). Only materials containing no fibers at all are identified as "none detected".

ACM Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will tabulate and summarize the ACM data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the quality of the data. If additional investigations are necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ACM results of the field investigation, including a sample location map, a photographic log, laboratory analytical results, and conclusions and recommendations specific to our findings.

Stantec trusts that the information obtained in this scope of work will be sufficient for approval and implementation of the proposed investigation. Should there be any questions concerning the planned field activities, please contact the undersigned at (909) 335-6116.

Respectfully submitted,
Stantec Consulting Corporation

Anne E. Perez
Stantec Task Manager
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Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: May 6, 2009

Subject: Cooperative Agreement with Caltrans for the I-215 Mt. Vernon/Washington Interchange Reconstruction Project

Recommendation:* Approve Cooperative Agreement No. C09178 (District Agreement No. 8-1440) with Caltrans for PA&ED for the I-215 Mt. Vernon/Washington Interchange Reconstruction Project.

Background: Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of the Measure I Valley Major Projects Program. This item concerns the cooperative agreement for the I-215 Mt. Vernon/Washington Interchange Reconstruction Project. This agreement governs the allocation of roles and responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight. It imposes no direct financial obligations on SANBAG. This is a typical Project Approval and Environmental Document Phase agreement, similar to those previously executed on all other Major Projects on Routes 210, 215, 10 and 71.

Financial Impact: This agreement imposes no direct financial obligation on SANBAG (TN 845)

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on April 9, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

*

Approved
Board of Directors

Date: *May 6, 2009*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0905g-gc.docx
Attachments: C09178

SANBAG Contract No. C09178
by and between
San Bernardino Associated Governments
and
Caltrans
for
I-215 Mt. Vernon/Washington Interchange Reconstruction, PA&ED Phase

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # 8-1440 Vendor ID CD8	Retention: ☐ Yes ____ % ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 0	Previous Amendments Total:	$ ____
		Previous Amendments Contingency Total:	$ ____
Contingency Amount:	$ 0	Current Amendment:	$ ____
		Current Amendment Contingency:	$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
845	5553	N/A	N/A	$ 0
____	____	____	____	$ ____
____	____	____	____	$ ____
____	____	____	____	$ ____

Original Board Approved Contract Date: 5/6/09 Contract Start: 5/6/09 Contract End: 12/31/14

New Amend. Approval (Board) Date: ____ Amend. Start: ____ Amend. End: ____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 08/09 $ 0	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 0

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 845
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:
☒ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes ____%

Task Manager: **Garry Cohoe**	Contract Manager: **Gilbert Betancourt**
Garry Cohoe 4/2/09	Denise Taylor for Gilbert Betancourt 4/3/09
Task Manager Signature Date	Contract Manager Signature Date
Dillon Stewart 4/3/09	
Chief Financial Officer Signature Date	

Filename: C09178.docx

08-SBd-215-PM 2.7
I-215/Mt. Vernon Avenue/
Washington Street OC
In the City of Colton
EA 0M630
District Agreement No. 8-1440
AUTHORITY Contract No. C09178

PA&ED
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the counties of Riverside and San Bernardino.

2. AUTHORITY desires to reconstruct the Interstate 215 (I-215)/Mt. Vernon Avenue/Washington Street Overcrossing in the City of Colton, referred to herein as "PROJECT."

3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT Project Approval and Environmental Document (PA&ED), all hereinafter referred to as PROJECT DEVELOPMENT, and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review, comment and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE. Funds for a portion of the above-mentioned PROJECT cost will be secured by AUTHORITY from other agencies.

4. STATE funds will not be used to finance any of the PROJECT DEVELOPMENT capital and support costs except as set forth in this Agreement.

5. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.

6. PROJECT design, right of way, landscape maintenance and construction phases will be the subject of a separate future agreement or agreements.

7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.

8. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT DEVELOPMENT capital and support costs except for costs of STATE's IQA and STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY using a funding source other than STATE funds.

2. To not use STATE funds for any PROJECT capital and support costs, except as set forth in this Agreement.

3. All PROJECT work performed by AUTHORITY or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.

4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

5. To have a Project Study Report (PSR) and a Project Report (PR) prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The PSR and PR for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of

California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect, if applicable.

6. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PSR and PR, prepare environmental documentation, including the investigative studies and technical environmental reports for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

7. Personnel who prepare the preliminary engineering and environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during Plans, Specifications and Estimate (PS&E), Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.

8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required PROJECT DEVELOPMENT work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.

9. To identify and locate all high and low risk underground facilities within the area of PROJECT.

10. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

    The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

11. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT as part of performing any work pursuant to this Agreement. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.

12. All aerial photography and photogrammetric mapping shall conform to STATE's current standards, if applicable.

13. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review, comment and approval, if appropriate, as the CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documentation prepared entirely by AUTHORITY and to provide IQA of all AUTHORITY PROJECT DEVELOPMENT work necessary for completion of the PSR and PR for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PSR and PR for PROJECT.

2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary, encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).

2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify

and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

3. The preparation of environmental documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

4. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

   If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

5. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.

6. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits,

agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

7. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

8. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

   STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

9. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.

10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals relied upon, produced,

created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

11. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

    HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

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

12. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

    STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs for HM-1 management activities.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

    Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

15. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.

16. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance and construction phases of PROJECT.

17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.

18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

19. 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 STATE, under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.

21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

22. This Agreement shall terminate upon satisfactory completion of all post PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
GARY C. OVITT
President

Attest: _____
VICKI WATSON
Board Secretary

By: _____
JEAN-RENE BASLE
AUTHORITY's Counsel