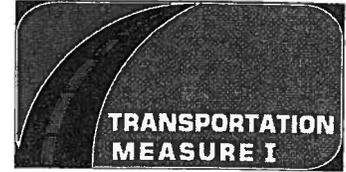




San Bernardino Associated Governments

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



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

AGENDA

Mountain/Desert Committee

**February 17, 2012
9:00 a.m.**

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

Mountain/Desert Committee Membership

Chair

*Jim Harris, Council Member
City of Twentynine Palms*

*Bill Jahn, Mayor
City of Big Bear Lake*

*George Huntington, Council Member
Town of Yucca Valley*

Vice Chair

*Julie McIntyre, Mayor Pro Tem
City of Barstow*

*Mike Leonard, Council Member
City of Hesperia*

*Brad Mitzelfelt
Board of Supervisors*

*Cari Thomas, Mayor
City of Adelanto*

*Ed Paget, Mayor
City of Needles*

*Neil Derry
Board of Supervisors*

*Rick Roelle, Council Member
Town of Apple Valley*

*Ryan McEachron, Mayor
City of Victorville*

*Janice Rutherford
Board of Supervisors*

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

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

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

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

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

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

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

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

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

AGENDA

Mountain/Desert Committee

**February 17, 2012
9:00 a.m.**

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

CALL TO ORDER:

(Meeting Chaired by: Jim Harris)

- I. Pledge of Allegiance
- II. Attendance:
- III. Announcements:
- IV. Agenda Notices/Modifications – Diane Greve -

Notes/Actions

- 1. Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of February 17, 2012. Pg. 7**

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

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

- 2. Attendance Register Pg. 10**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

3. Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer Pg. 12

1. Approve Resolution No. 12-008 authorizing the issuance and sale of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;

2. Designate Barclays Capital, as Senior Manager, and Bank of America, Goldman Sachs, Citi and De La Rosa & Co. as Co-Managers for bond underwriting services; and

3. Designate Financial Printer Resource, Inc. for printing services.
William Stawarski

4. Property appraisals, rights, and acquisitions for voluntary purchase of properties necessary for the Lenwood Road Grade Separation project Pg. 22

1. Authorize the Executive Director to sign the Purchase and Sale Agreements identified in Attachment "B" for required properties previously approved by SANBAG Board of Directors in Attachment "A".

2. Authorize the Executive Director to sign the permanent and temporary construction easements identified in Attachments "C" and "D", to sign Agreements for Possession and Use identified in Attachment "E", and to sign Right of Entry Grants identified in Attachment "F", all for construction of the Lenwood Road Grade Separation Project.
Garry Cohoe

5. Interstate 15 (I-15) Corridor Project Pg. 49

1. Award Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000.

2. Approve a contingency amount of \$86,300 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500. **Garry Cohoe**

6. Devore Interchange Right-of-Way Cooperative Agreement Amendment Pg. 93

1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by \$47,853,825 for a revised Not-To-Exceed Amount of up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000. **Garry Cohoe**

7. I-15/Ranchero Road Interchange Funding Plan Pg. 120

1. Approve an allocation of \$7,479,000 in State Transportation Improvement Program (STIP) funds; \$15,575,582 in Surface Transportation Program (STP) funds; \$10,538,655 in Major/Local Highway (MLH) funds; and \$10,538,655 in State/Local Partnership Program (SLPP) funds to the I-15/Ranchero Road Interchange project in the City of Hesperia.

2. Direct SANBAG staff to negotiate a new project funding agreement with the City of Hesperia to replace Cooperative Agreement C08156 to provide for the Development Impact fair share of the project costs. **Duane Baker**

8. Interstate 15/Ranchero Road Interchange Project Pg. 123

1. Establish a new task number 0890 for the Interstate 15/Ranchero Road Interchange Project and budget \$100,000 of Measure I Victor Valley Major Local Highway funds.

2. Authorize staff to release Request for Proposal (RFP) No. C12218 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Interstate 15/Ranchero Road Interchange Project. **Garry Cohoe**

9. Allocation Planning Proposal for Fiscal Year 2012-2013 Pg. 160

Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013. **Steve Smith**

Public Comments

10. Additional Items from Committee Members -

11. Brief Comments by the General Public -

Additional Information

Acronym List

Pg. 169

ADJOURNMENT:

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Next Mountain Desert Committee Meeting – Friday, March 16, 2012

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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



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

Minute Action

AGENDA ITEM: 1

Date: February 17, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Contractor/Agents	Subcontractors
3	N/A	Barclay's Capital John McCray-Goldsmith, Director	None
3	N/A	Bank of America Grace Barvin, Director	None
3	N/A	Goldman Sachs Tim Romer, Managing Director	None
3	N/A	Citi Christopher Mukai, Managing Director	None

*

Approved
 Mountain/Desert Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X
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Check all that apply.
 MDC1202z-dab

3	N/A	Del La Rosa & Company Raul Amezcua, Principal	None
3	N/A	Financial Printer Resource, Inc. Cheryl Granger	None
5	C11081	Parsons Brinkerhoff <i>Doug Sawyer</i>	RBF Consulting Overland Pacific Cutler, Inc. Iteris Leighton Group

Agenda Item #4 – Lenwood Road Grade Separation Project

Parcel	Principals & Agents
0421-133-18	Mary C. Baker
0421-172-12	Clayton A. Carmean & Albert H. and Rita K. Vogler
0421-172-13	Virginia Villanueva
0421-181-04	Hudson Family Trust
0421-181-08	Lawrence W. and Beverley A. Watson
0421-181-10	Michael and Hillary Gilson (Trust)
0421-181-11 & 0422-011-04	Chong Nam & Young Ja Yim
0422-011-05, 0422-011-06 & 0422-011-12	William A. Divine (Trust) and June F. Divine (Trust)
0422-011-13	Meteor Finance, Apple Valley, CA (No Principal could be contacted)
0422-041-07	Nabil and Janet Razzouk (Family trust)
0422-042-12	Naji Y. Razzouk (Family trust)
0497-131-57 & 0497-131-58	William J. and Joyce L. Helmer
0497-131-59	Carroll Fulmer Management Co, Inc. Groveland, FL (No Principal could be contacted)

Parcel	Principals & Agents
0497-131-31	Compass Bank, Irvine, CA (No Principal could be contacted)
0497-131-52	Warren O. Wallis
0497-131-64	Donald E. Stankavich (Trust) and Claramae Stankavich (Trust)
0422-043-05, 0422-043-06, 0422-043-07, & 0422-043-08	Mona L. Young
0422-043-30	Mark Rodarte
0422-012-12 & 0422-012-13	Linda J. Hargon
0497-131-65	Nancy Brown (Trust)
0971-142-25	Richard Bowers (Trust)
0497-142-26	Wilbur W. Gassaway (Trust) and Elaine F. Gassaway (Trust)
0422-012-09, 0422-012-11, & 0422-012-22	Daniel Gallardo
0497-142-21	Hong Thanh P.
0422-043-31	Helton 1995 Family Trust

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2012**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	X											
Rick Roelle Town of Apple Valley												
Julie McIntyre City of Barstow	X											
Bill Jahn City of Big Bear Lake	X											
Mike Leonard City of Hesperia	X											
Ed Paget City of Needles	X											
Jim Harris City of Twentynine Palms	X											
Ryan McEachron City of Victorville	X											
George Huntington Town of Yucca Valley	X											
Brad Mitzelfelt County of San Bernardino												
Janice Rutherford County of San Bernardino												
Neil Derry County of San Bernardino	X											

*Non-voting City Representative attended
+ Measure I Committee representative

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
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Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2011**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas ***+ City of Adelanto	**	X	X	X	X	X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	**	X	X	X*	X	X	X	X	X	X		X
Julie McIntyre City of Barstow	**	X	X	X	X		X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	**	X	X	X	X	X	X	X	X	X		
Mike Leonard City of Hesperia	**	X	X	X	X	X				X*	X	X
Ed Paget *** City of Needles	**	X	X	X	X	X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	**	X	X	X	X	X	X	X	X	X	X	X
Ryan McEachron City of Victorville	**	X	X	X	X	X*	X	X	X	X	X	X
George Huntington *** Town of Yucca Valley	**	X	X	X	X	X	X	X	X	X	X	X
Brad Mitzelfelt County of San Bernardino	**		X	X	X	X		X	X	X	X	X
Janice Rutherford*** County of San Bernardino												
Neil Derry County of San Bernardino <i>(Self Suspension-5/3/2011)</i>	**	X	X	X	Self Suspension 5/3/11							

*Non-voting City Representative attended **The Mountain/Desert Committee did not meet *** New SANBAG Board Member
+ Measure I Committee representative x* Alternate Attended

X = Member attended meeting.
MDCatt11.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.



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

Minute Action

AGENDA ITEM: 3

Date: February 17, 2012

Subject: Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer

- Recommendation:***
1. Approve Resolution No. 12-008 authorizing the issuance and sale of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;
 2. Designate Barclays Capital, as Senior Manager, and Bank of America, Goldman Sachs, Citi and De La Rosa & Co. as Co-Managers for bond underwriting services; and
 3. Designate Financial Printer Resource, Inc. for printing services.

Background: In 2004, San Bernardino County voters approved the extension of the Measure I sales tax (Measure I 2010-2040). Ordinance 04-01 authorizes the allocation of revenue to the Valley and Mountain-Desert areas and establishes the expenditure plan. SANBAG recently completed a 10-Year Delivery Plan to identify lists of projects to be delivered over the next 10 years and financing scenarios. The delivery plan is the basis identifying bonding needs.

*

	<p><i>Approved</i> Mountain/Desert Committee</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	X	CTC	X	CTA	X	SAFE		CMA	X
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The 2009 Sales Tax Revenue Notes were issued in May 2009 to keep the I-215 corridor project on schedule and provide temporary funding for certain Measure I 2010-2040 projects. A portion of the sales tax revenue note proceeds were used to purchase a special issuance of State General Obligation Bonds titled Private Investment Bonds (PIBs). In purchasing the PIBs, an agreement was entered into that specified that the proceeds of the PIBs were to be expended on the I-215 project. The State repaid SANBAG's investment in the PIBs in November 2011.

The 2012 Sales Tax Revenue Bond will refinance the balance of the 2009 Sales Tax Revenue Note, reimburse the Authority for certain prior expenditures on Measure I programs, and provide new money for projects to be undertaken in the next few years. Projects are identified in the Cajon Pass, Valley and Mountain/Desert Measure I 2010-2040 expenditure plan. The 2012 bond issuance will not exceed an aggregate principal amount of \$165 million.

SANBAG staff and the designated finance team (financial consultant, bond and disclosure counsel, and underwriter) are in the process of completing the Preliminary Official Statement and other bonding documents.

Financial Impact: The 2012 Sales Tax Revenue Bond will provide financing for projects identified in the Measure I 2010-2040 expenditure plan.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012, the Administrative Committee on February 15, 2012, and the Mountain/Desert Committee on February 17, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

RESOLUTION NO. 12-008

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$165,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF AN INDENTURE, SUPPLEMENTAL INDENTURE, ESCROW AGREEMENT, AMENDMENT TO STATE TRANSACTIONS AND USE TAX AGREEMENT, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Bernardino County Transportation Authority (the "Authority") is a public instrumentality duly established and existing pursuant to the Local Transportation Authority and Improvement Act (the "Act"), being Division 19 of the Public Utilities Code of the State of California (Section 180000 *et seq.*) and is authorized pursuant to the Act to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 *et seq.*) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the "Sales Tax Law");

WHEREAS, the Authority adopted Ordinance No. 89-1, named the "Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance" (as further amended and supplemented, "Ordinance No. 89-1"), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the "Sales Tax") applicable in the incorporated and unincorporated territory of the County of San Bernardino (the "County") in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

WHEREAS, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

WHEREAS, the Authority adopted Ordinance No. 04-01, named "An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan" (the "Ordinance") on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

WHEREAS, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, the Authority is authorized by the Act and the Ordinance to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax ("Sales Tax Revenues") in an aggregate principal amount at any one time outstanding of not to exceed the estimated proceeds of the Sales Tax, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the "Expenditure Plan"), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan;

WHEREAS, the Authority has previously issued its Sales Tax Revenue Notes (Limited Tax Bonds), 2009 Series A (the "Prior Notes"), pursuant to an Indenture, dated as of May 1, 2009, and a First Supplemental Indenture, dated as of May 1, 2009 (together, the "Prior Indenture"), each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee;

WHEREAS, the Prior Notes are currently outstanding in the aggregate principal amount of \$250,000,000;

WHEREAS, the Authority has previously authorized the issuance of one or more additional series or subseries of bonds in an aggregate principal amount sufficient to pay principal and interest due upon maturity of the outstanding Prior Notes;

WHEREAS, the Authority wishes to reaffirm its prior authorization to refund and defease the Prior Notes and to authorize, in connection therewith, an escrow agreement ("the Escrow Agreement") between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent, and the discharge of the Prior Indenture pursuant to its terms and to authorize the issuance of additional bonds to fund projects in the Expenditure Plan, the total estimated cost of which is one hundred sixty-five million dollars (\$165,000,000);

WHEREAS, the Authority hereby determines that one or more new series or subseries of bonds, in an aggregate principal amount not to exceed one hundred sixty-five million dollars (\$165,000,000) is necessary for the following purposes: (i) to refund the Prior Notes, (ii) to provide funds to acquire, construct, improve, renovate and equip certain of those capital projects authorized in the Expenditure Plan, (iii) to fund a reserve fund, if any, for such bonds, and (iv) to pay costs of issuance incurred in connection with such bonds, and the Authority has determined that such bonds in an amount not to exceed such principal amount shall be issued, secured by a lien on the Sales Tax Revenues collected pursuant to the Ordinance, and to be designated, subject to additional series and subseries designations, as the "San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds)" (the "Bonds");

WHEREAS, the Authority has appointed Montague, DeRose & Associates as financial advisor to the Authority (the "Financial Advisor"), and has retained Orrick, Herrington & Sutcliffe LLP as bond counsel and Nossaman LLP as disclosure counsel to the Authority;

WHEREAS, the Authority hereby further determines that the Bonds shall be issued pursuant to a new indenture (the "Indenture"), as it may be amended and supplemented pursuant

to its terms, including as amended and supplemented by a First Supplemental Indenture thereto (the "Supplemental Indenture"), which Indenture and Supplemental Indenture are proposed to be entered into by the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, the Authority has determined that, in connection with the issuance of the Bonds pursuant to the Indenture, it will be necessary to amend that certain Amended and Restated Agreement for State Administration of District Transactions and Use Taxes, dated January 13, 2010 (the "State Transactions and Use Tax Agreement"), by and between the Authority and the California State Board of Equalization, providing for certain rights, duties and procedures relating to the collection, administration and allocation of the Sales Tax;

WHEREAS, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the "Purchase Contract") with Barclays Capital Inc., as representative of the underwriters (the "Purchaser"), and in order to provide information about the Bonds and related matters to purchasers and potential purchasers of the Bonds, the Authority proposes to execute and deliver an official statement (the "Official Statement");

WHEREAS, the Authority has been presented with proposed forms of the Indenture, the Supplemental Indenture, the Purchase Contract, a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), the Escrow Agreement, a First Amendment to the State Transactions and Use Tax Agreement (the "First Amendment") and the Official Statement in preliminary form (the "Preliminary Official Statement") relating to the financing described herein (the "Financing"), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary in connection with the Financing and to authorize and direct the consummation of the Financing; and

WHEREAS, all acts, conditions and things required by the Act, the Sales Tax Law, the Ordinance and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing and to authorize the execution of the Indenture, the Supplemental Indenture, the Purchase Contract, the Escrow Agreement, the Official Statement and the Continuing Disclosure Agreement for the purposes, in the manner and upon the terms provided;

NOW THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:

Section 1. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. The issuance by the Authority of not to exceed \$165,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), in accordance with the provisions set forth in the Indenture and Supplemental Indenture, in one or more series or subseries and subject to additional series and subseries designations, as appropriate, is hereby authorized and approved.

Section 3. The proposed forms of Indenture and Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed April 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 6.50% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of \$5,000 or integral multiples thereof, series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Supplemental Indenture as finally executed and delivered.

The Executive Director of the Authority (the "Executive Director") and the Chief Financial Officer of the Authority (the "Chief Financial Officer" and, together with the Executive Director, referred to herein as an "Authorized Officer") are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Indenture and Supplemental Indenture, in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Purchaser designated by the Authorized Officer, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the Purchaser's compensation set forth therein shall not to exceed 0.5% of the principal amount of the Bonds and the true interest cost ("TIC") to the Authority of the Bonds shall not exceed 6.50%.

Section 5. The proposed form of Escrow Agreement presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Escrow Agreement, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of First Amendment presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed, as applicable, to append the Authority's Basic Financial Statements, upon their approval by the Authority, to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Purchaser a certificate deeming the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, final within the meaning of Securities Exchange Authority Rule 15c2-12. The Purchaser is hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including, as applicable, the Authority's Basic Financial Statements appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The proposed form of Continuing Disclosure Agreement presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Agreement, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. An Authorized Officer is hereby authorized to negotiate with financial institutions and/or insurance companies, as applicable, a surety bond or an insurance policy, and, if the Authorized Officer, with the advice of the Financial Advisor, determines that doing so is in the best interest of the Authority, to secure on such terms as the Authorized Officer, with the advice of the Financial Advisor, determines are appropriate such insurance policy or surety bond in order to secure payment of the principal of, or interest on, the Bonds or to fund any bond reserve fund established pursuant to the Indenture or the Supplemental Indenture.

Section 10. The Executive Director and the Chief Financial Officer are each hereby authorized to enter into or to instruct the Trustee to enter into one or more investment agreements (hereinafter collectively referred to as the "Investment Agreement") providing for the investment of moneys in any of the funds and accounts created under the Indenture or the Supplemental Indenture, on such terms as the Executive Director shall deem appropriate. Pursuant to Section 5922 of the California Government Code, the Board of Directors of the Authority (the "Board") hereby finds and determines that the Investment Agreement will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreement and is designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a

lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments.

Section 11. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or in connection with the issuance of the Prior Notes or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or the defeasance or discharge of the Prior Notes, or any agreements with paying agents, escrow agents or verification agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.

All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, which may be necessary or desirable in connection with any default under or amendment of such documents, settlements or revisions, may be taken or given by the Authorized Representative, without further authorization by this Board, and the Authorized Representative is hereby authorized and directed to give such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this Resolution and the transactions contemplated hereby.

Section 12. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

Section 13. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority on March 7, 2012.

Approved
San Bernardino Associated Governments

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

CERTIFICATE OF THE CLERK OF THE BOARD OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, _____, Clerk of the Board of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on March 7, 2012, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date,
_____, 2012.

By _____
Clerk



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

Minute Action

AGENDA ITEM: 4

Date: February 17, 2012

Subject: Property appraisals, rights, and acquisitions for voluntary purchase of properties necessary for the Lenwood Road Grade Separation project

- Recommendation:***
1. Authorize the Executive Director to sign the Purchase and Sale Agreements identified in Attachment "B" for required properties previously approved by SANBAG Board of Directors in Attachment "A".
 2. Authorize the Executive Director to sign the permanent and temporary construction easements identified in Attachments "C" and "D", to sign Agreements for Possession and Use identified in Attachment "E", and to sign Right of Entry Grants identified in Attachment "F", all for construction of the Lenwood Road Grade Separation Project.

Background: In June 2011, the SANBAG Board approved Cooperative Agreement No. C11199 ("Agreement") with the City of Barstow and County of San Bernardino, to define the roles and responsibilities of the parties in completing and funding the Right of Way and Construction phases of project development for the Lenwood Road Grade Separation Project ("Project"). Per the terms of the Agreement, SANBAG is responsible for acquiring the property rights needed for construction of the Project and for providing property management services, including hazardous material testing and demolition services for removal of existing structures on acquired parcels.

*

Approved
 Mountain/Desert Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MDC1202a-bf

Attachments: MDC1110a1-bf, MDC1202a2-bf,
 MDC1202a3-bf, MDC1202a4-bf,
 MDC1202a5-bf, MDC1202a6-bf,

In November 2011, SANBAG Board approved twenty-five (25) appraisal reports covering thirty-five (35) parcels identified in Attachment "A", authorized staff to proceed with the voluntary acquisition of the necessary property rights identified in Attachment "A", in an amount not to exceed \$1,900,000, and authorized the Executive Director to act on behalf of SANBAG Board to sign offers to purchase necessary property rights.

The estimated right of way capital cost for property acquisitions for the Lenwood Road Grade Separation project is \$1,273,112. This includes the full acquisition of nine (9) parcels, partial acquisition of five (5) parcels, partial acquisitions plus temporary construction easements on eighteen (18) parcels and temporary construction easements on three (3) parcels, fixtures on one parcel, relocation assistance for seven (7) displaced owners, and demolition costs for removal of existing structures. The Agreement for Purchase and Sale is attached as Attachment "B", the Permanent and Temporary Easement Deed templates are attached as Attachments "C" and "D". Attachment "E" is an Agreement for Possession and Use. This is applied in the event that SANBAG is still in negotiations with a property owner, and the property owner wishes to grant permission for SANBAG to access and construct on their property without giving up their right to continue negotiation. Attachment "F" is a Right of Entry grant. This grants SANBAG access to a parcel for purposes of performing Environmental Phase II testing.

As previously advised, the Estimated Right of Way costs shown on Exhibit "A" do not contain utility relocation costs which will be brought to the Board as a separate agenda item for consideration in the near future. Additionally, the Board should be aware that there is a potential that the aforementioned property rights may need to be acquired through eminent domain proceedings. If any of the subject property rights cannot be acquired through voluntary sale by the property owner(s), then staff will return to the Board for specific authority to commence eminent domain proceedings for those specific properties.

Acquisition of these property rights in a timely manner is critical to maintaining the project schedule. The right of way acquisition and subsequent right of way certification has been identified as the long lead item on the project schedule. This project is utilizing State Trade Corridor Improvement Funds (TCIF) which require award of a construction contract no later than 2013. Staff recommends that the Board approve the standard agreements and easements shown as Attachments "B", "C", "D", "E" and "F". This format will be used to proceed with the necessary property rights and acquisitions. To expedite acquisitions, staff recommends that the Board authorize the Executive Director to act on behalf of SANBAG, similar to the procedure used pursuant to SANBAG Valley Freeway

MDC1202a-bf

Attachments: MDC1110a1-bf, MDC1202a2-bf,
MDC1202a3-bf, MDC1202a4-bf,
MDC1202a5-bf, MDC1202a6-bf,

Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director and Director of Program Management are authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for all of the voluntary property acquisitions identified herein.

Financial Impact: This item is consistent with current Fiscal Year 2012/2013 budget under Task No. 0881.

Reviewed By: This item will be reviewed by the Mountain/Desert Policy Committee on February 17, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

ATTACHMENT "A"

Lenwood / Barstow Grade Separation Project

Estimated ROW Costs

October 12, 2011

#	ASSESSOR'S PARCEL NUMBER	ACQUISITION TYPE	RELOCATION ASSISTANCE ESTIMATED COST	DEMOLITION / CLEARANCE ESTIMATED COST	FURNITURE, FIXTURES AND EQUIPMENT (FF&E) APPRAISAL	APPRAISED LAND VALUE	TOTAL COST
1	0422-011-13	FULL/VACANT PARCEL				\$ 40,000	\$ 40,000
2	0421-172-12	TEMPORARY CONSTRUCTION EASEMENT (TCE)/VACANT PARCEL				\$ 4,200	\$ 4,200
3	0422-011-05, 0422-011-06, 0422-011-12	FULL TAKE/VACANT PARCELS				\$ 34,200	\$ 34,200
4	0421-133-18	PART TAKE AND TCE/VACANT PARCEL				\$ 1,000	\$ 1,000
5	0497-131-31	PART TAKE AND TCE/VACANT PARCEL				\$ 1,000	\$ 1,000
6	0421-172-13	PART TAKE AND TCE/VACANT PARCEL				\$ 7,300	\$ 7,300
7	0422-043-05 0422-043-06, 0422-043-07, 0422-043-08	PART TAKE AND TCE/RESIDENTIAL & VACANT PARCELS				\$ 3,500	\$ 3,500
8	0422-012-12, 0422-012-13	PART TAKE AND TCE/VACANT PARCELS				\$ 2,100	\$ 2,100
9	0422-043-31	PART TAKE AND TCE/MULTI FAMILY PARCEL				\$ 3,800	\$ 3,800
10	0421-181-04	PART TAKE/COMMERCIAL PARCEL				\$ 1,700	\$ 1,700
11	0497-131-57, 0497-131-58	TCE/VACANT PARCELS				\$ 1,100	\$ 1,100
12	0422-042-12	FULL TAKE/SINGLE FAMILY PARCEL	\$ 5,250	\$ 28,645		\$ 30,500	\$ 64,395
13	0422-041-07	FULL TAKE/COMMERCIAL PARCEL	\$ 27,500	\$ 30,845		\$ 71,500	\$ 129,845
14	0421-181-10	PART TAKE/VACANT PARCEL				\$ 8,600	\$ 8,600
15	0497-142-21	PART TAKE/COMMERCIAL PARCEL				\$ 8,600	\$ 8,600
16	0422-012-09, 0422-012-11, 0422-012-22	PART TAKE AND TCE/RESIDENTIAL PARCELS				\$ 10,900	\$ 10,900
17	04971-142-26	PART TAKE AND TCE/VACANT PARCEL				\$ 20,200	\$ 20,200
18	0971-142-25	PART TAKE AND TCE/VACANT PARCEL				\$ 29,700	\$ 29,700
19	04971-131-52	PART TAKE/COMMERCIAL PARCEL				\$ 11,200	\$ 11,200
20	0421-181-08	FULL TAKE/COMMERCIAL PARCEL	\$ 172,250	\$ 55,250	\$ 51,252	\$ 385,000	\$ 663,752
21	0497-131-64	PART TAKE/VACANT PARCEL				\$ 3,500	\$ 3,500
22	0497-131-65	PART TAKE AND TCE/COMMERCIAL PARCEL	\$ 10,000			\$ 8,800	\$ 18,800
23	0497-131-59	PART TAKE AND TCE/COMMERCIAL PARCEL	\$ 5,000			\$ 13,000	\$ 18,000
24	0422-043-30	FULL TAKE/MULTI FAMILY RESIDENTIAL PARCEL	\$ 10,500	\$ 21,220		\$ 50,000	\$ 81,720
25	0421-181-11 0422-011-04	PART TAKE AND TCE/RESIDENTIAL PARCEL AND FULL TAKE RESIDENTIAL PARCEL	\$ 10,500	\$ 29,500		\$ 64,000	\$ 104,000
TOTALS			\$ 241,000	\$ 165,460	\$ 51,252	\$ 815,400	\$ 1,273,112

APN: {APN's}

AGREEMENT
OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

This AGREEMENT of Purchase and Sale and Escrow Instructions ("Agreement") is entered into by and between the San Bernardino County Transportation Commission herein called "Buyer" and {FULL NAME OF ALL SELLER FROM PTR in all caps}; herein called "Seller". Seller and Buyer are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller owns certain real property located at {Property Address or Description, City and County}, bearing Assessor Parcel No. APN.

B. Buyer desires to purchase a {type of property interest} as identified and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Property") and Seller desires to sell the Property.

C. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE AND SALE.

Buyer agrees to buy and Seller agrees to sell and convey the Property for the purchase price and upon the terms and conditions set forth in this Agreement.

The total purchase price for the Property shall be the sum of {TEXT OF PURCHASE PRICE – ALL CAPS AND BOLD}, {\$XXX,XXX.00}. The purchase price shall be paid by Buyer to Seller in cash at the Close of Escrow. Buyer shall deposit prior to Close of Escrow the funds required to be deposited by it in order to allow the Escrow to close.

2. ESCROW.

Within five (5) days of the execution of this Agreement by all Parties, the Parties shall open an escrow (the "Escrow") with {TITLE COMPANY – ALL CAPS} (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the Seller's interest in the Property as described herein. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement.

Escrow instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Close of Escrow.

Escrow shall close on or before thirty (30) calendar days following the execution of this Agreement (the "Close of Escrow"). If Escrow is not in a condition to close by the Close of Escrow, and the failure to close is due to unforeseen conditions of title or interest of third parties in the Property that cannot be resolved in Escrow, then Buyer may, at its option, request the cancellation of the Escrow and this Agreement and the return of any funds it has deposited into Escrow. Thereupon, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow.

2.2 Condition of Title to Property.

Seller shall cause the conveyance of his interests in the Property to Buyer as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by {TITLE COMPANY – ALL CAPS} (the "Title Company") in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Buyer. Notwithstanding the foregoing, any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Buyer, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow.

Upon title vesting in Buyer, Seller warrants that there are no unrecorded encumbrances (including but not limited to liens, leases, easements, or licenses) on all or any portion of the Property, and Seller agrees to hold harmless, defend, and reimburse the Buyer for any and all of their losses and expenses, including reasonable attorney fees, occasioned by reason of any encumbrance on said Property, whether or not known or foreseeable by Seller.

2.3 Permission to Enter on Premises.

Seller hereby grants permission to Buyer and/or its employees, contractors, agents and assigns, to enter upon the Property for the purpose of constructing the _____ and accomplishing all necessary incidents thereto, provided that any entry into the residence or business of Seller or its tenant(s) shall be preceded by twenty (24) hours written Notice of Intent to Enter delivered to Seller, and no demolition or removal of structures and/or improvements shall commence prior to the vacation of Property.

Buyer agrees to indemnify, save, and hold harmless Seller from and against all claims, demands, costs and expenses, including attorneys' fees, arising out of or relating to such entry and construction by Buyer or its agents.

2.4 Costs of Escrow and Title Policy and Closing Costs.

Buyer shall pay the cost of the Title Policy, the Escrow fees, and all other costs and expenses incurred herein.

2.5 Property Taxes and Assessments.

Because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to this conveyance, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383.

To the extent that Seller has prepaid any taxes or assessments attributable to the Property; Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

2.6 Deposit of Funds and Documents.

Prior to Close of Escrow, Buyer shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Seller through Escrow; (iii) such other documentation as is necessary to close Escrow.

Prior to the Close of Escrow, Seller shall deposit into Escrow (i) the properly executed Grant Deed, which form is provided in Exhibit C, for conveyance of Seller's interests in the Property to Buyer; and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Buyer's Conditions Precedent to Close of Escrow.

The Close of Escrow and the Buyer's obligation to accept title to the Property and the Purchase Price are subject to the following conditions:

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Seller shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Seller's Conditions Precedent to Close of Escrow.

For the benefit of Seller, the Close of Escrow shall be conditioned upon the timely performance by Buyer of all obligations required by the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller makes the following representations and warranties with respect to the Property, each of which shall survive Close of Escrow:

A. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

B. To Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened.

C. Seller will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect his interests in the Property without the prior written consent of Buyer.

D. Seller has and shall have paid, before Close of Escrow, Seller's pro rata share of all taxes and assessments levied and assessed against the Property. If not paid prior to Close of Escrow, Seller hereby authorizes Escrow Holder to disburse to the taxing authority, from funds otherwise due to Seller, an amount sufficient to satisfy Seller's pro rata share of said taxes and/or assessments.

E. Seller shall pay any costs specifically associated with providing clear title to the Property to Buyer, including any and all fees charged by Seller's lender in connection with this transaction. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

F. Seller is aware of Seller's obligation under California Health and Safety Code Section 25359.7 to disclose any knowledge which they may have regarding any release of Hazardous Substances (as defined by applicable federal, state and local statutes, rules and regulations) upon or under the Property. Seller warrants and represents to Buyer that Seller is not aware that any such Hazardous Substances have been generated, stored or disposed of upon or under the Property.

G. The covenants, representations and warranties of Seller under this Section shall be true on and as of the Close of Escrow and shall survive the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Seller may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Section.

H. Seller represents and warrants to Buyer that no broker or finder has been engaged by Seller in connection with the transaction contemplated by this Agreement, or to Seller's knowledge is in any way connected with such transaction. Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement, or to Buyer's knowledge is in any way connected with such transaction. If any such claims for brokers' or finders' fees or commissions are asserted in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. Buyer hereby discloses that Buyer's agent involved in the negotiation and execution of this Agreement (or his or her affiliate or employer) may be a licensed real estate broker or salesperson, but will not receive any brokerage commission in connection with the contemplated transaction.

4. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); precondemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Seller pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; any other rights conferred upon Defendants pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property by Buyer. This release shall survive the Close of Escrow.

B. This Agreement arose out of Buyer's efforts to acquire the Property through its municipal authority. Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to,

require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Property.

C. Seller hereby acknowledges that he either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of the California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Seller acknowledges that he may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release shall survive the Close of Escrow.

I HAVE READ AND UNDERSTOOD PARAGRAPH 4C

_____/_____
SELLER'S INITIALS

5. REMEDIES.

In the event of a default under this Agreement by either Seller or Buyer, the rights of the non-defaulting party will be as follows:

5.1 Seller Default.

If Seller defaults under this Agreement, then Buyer may, at Buyer's option, terminate this Agreement and the Escrow or initiate an action for specific performance of this Agreement, in addition to pursuing any other rights or remedies that Buyer may have at law or in equity. Upon such termination by Buyer, the Seller, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.2 Buyer Default.

If Buyer defaults under this Agreement, then Seller may, at Seller's option, terminate the Escrow or pursue any rights or remedies that Seller may have at law or in equity. Upon such termination by Seller, the Buyer, as the defaulting party, shall pay all Escrow and Title company termination fees.

6. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Seller: {Seller name, address and phone number}

Buyer: {Agency contact, name, address and phone number}

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other parties.

D. Governing Law and Venue. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce this Agreement shall be brought in the courts of the County of {Applicable County}.

E. Inurement. Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorney Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. All parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. No Merger. All warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

J. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

K. Waiver. A waiver of any breach or default or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of the same provision or any other provision of this Agreement.

L. Amendment/Modification. The terms of this Agreement may not be modified or amended except by a writing signed by all of the Parties hereto.

M. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

N. No Obligation to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

O. Eminent Domain. The Property is under consideration for a public use. Buyer has the power of eminent domain under California law to acquire property for such use, and Seller acknowledges Buyer may exercise such power if Buyer is unable to acquire the Property pursuant to the terms of this Agreement, whether by reason of a Seller default, failure of condition, or otherwise.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: _____
(To be filled in upon execution of Buyer)

SELLER:

{List all sellers with full proper names}

By: _____
{Seller name and appropriate signature block for type of entity/individual}

block for type of entity/individual}

By: _____
{Seller name and appropriate signature}

BUYER:

{Agency Title}

By: _____
{Name of Authorized Signer}

Its: *{Title of Authorized Signer}*

Date: _____

**EXHIBIT A TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Legal Description of Property

**EXHIBIT B TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Depiction of Property

**EXHIBIT C TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

ATTACHMENT "C"

Recorded at the request of
San Bernardino County
Transportation Commission

When Recorded Mail to:
San Bernardino County
Transportation Commission
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

This document is recorded for the benefit of the San Bernardino
County Transportation Commission and is therefore exempt from the
payment of the recording fee pursuant to Government Code Section
6103 and from the payment of the documentary transfer tax pursuant
to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's use.

GRANT OF ROAD AND UTILITY EASEMENT

Assessor's Parcel Number: 0000-000-000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **OWNER** ("GRANTOR"), hereby grants to the **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION** ("GRANTEE") its successors and assigns, a Permanent Easement for the construction, operation, and maintenance of capital improvements, which include roads, retaining walls, utilities, sidewalks and other related improvements, by the GRANTEE in, on, over, through, under, across and along that certain real property in the City of Barstow, County of San Bernardino, State of California, described as follows:

**FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED
HERETO AND MADE A PART HEREOF**

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the GRANTOR or any person, firm or corporation without the previous written consent of said GRANTEE.

Dated this _____ day of _____, 20_____.

OWNER'S NAME

By: _____

Its: _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PROJECT NAME: _____
APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Date: _____

ATTACHMENT "D"

Recorded at the request of
San Bernardino County
Transportation Commission

When Recorded Mail to:
San Bernardino County
Transportation Commission
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

This document is recorded for the benefit of the San Bernardino
County Transportation Commission and is therefore exempt from the
payment of the recording fee pursuant to Government Code Section
6103 and from the payment of the documentary transfer tax pursuant
to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

Assessor's Parcel Number: 0000-000-000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **OWNER** ("GRANTOR"), hereby grant(s) to the **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION** ("GRANTEE"), its successors and assigns, an exclusive Temporary Construction Easement for the construction of a capital improvement project by the GRANTEE in, on, over, through, under, across and along that certain real property in the City of Barstow, County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED
HERE TO AND MADE A PART HEREOF.

Reasonable access to GRANTOR'S property across this Temporary Construction Easement shall be maintained by GRANTEE at all times during the term of this Easement.

Such right shall be exercised for a period of twenty-four (24) months, beginning no fewer than 30 (thirty) days after the date that the GRANTEE provides written notice of commencement of possession to the GRANTOR.

At the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

Dated this _____ day of _____, 20_____.

OWNER'S NAME

By: _____

Its: _____

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PROJECT NAME: _____
APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Date: _____

ATTACHMENT "E"

AGREEMENT FOR POSSESSION AND USE

Parcel 20__

APN ____-____-____

This Agreement is made this _____ day of _____, 20 ____, by and between the _____, hereinafter referred to as "_____", and _____, hereinafter referred to as "Owner."

It is hereby agreed by and between the parties that _____ requires immediate possession of the Owner's real property to construct a grade separation in the City of _____ and at the. The Owner's property required for the project is legally described and depicted in attached Exhibits "A" and "B" hereinafter referred to as "Property". The purpose of this Agreement is to allow _____ to proceed with the construction of its project without delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this agreement to offer fair-market compensation to the Owner for permission to enter the Property and construct the project. _____ has made a firm written offer to pay the total sum of \$_____ to the Owner and any other persons having an interest in the Property which is located in the County of _____, State of California.

In consideration of the sum to be paid to the Owner and any other consideration hereinafter set forth, _____ and Owner agree as follows:

1. Owner hereby irrevocably grants to _____, its contractors, agents, and all others deemed necessary by _____, the irrevocable right to possession and use of the Property including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, _____ will tender into escrow the sum of \$_____. _____ shall have the right to take possession of the Property on the date this sum is paid into escrow. Owner acknowledges that this sum represents the full amount of the _____-approved appraisal of what is believed by _____ to be just compensation owed for the acquisition of the Property. Owner waives any right to challenge _____'s right to possess and use the Property in any subsequent eminent domain proceeding filed by _____.
2. This transaction will be handled through an escrow with _____. _____ shall pay all escrow and recording fees incurred in this transaction. Owner shall be entitled to an interim disbursement of the sum referred to in paragraph 1 less any amounts payable to any other person having an interest in the Property. Owner shall not be entitled to receive any proceeds until:
 - a. all holders of liens and encumbrances on the Property have executed reconveyance of their interests in the Property;
 - b. all other parties having interests in the Property have received payment therefor or have consented to a payment to Owner, and;
 - c. _____ has acknowledged in writing that it concurs that all other parties having interests in the Property have received full payment or have consented to Owner's withdrawal.

This escrow shall remain open until either a settlement is reached, this agreement is terminated or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award or verdict of just compensation for the Property.

3. On and after the date of execution of this agreement, Owner shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Property, or the larger parcel of which the Property is a part, without first obtaining the written consent of _____.
4. Owner agrees to pay when due all taxes, including prorated taxes for the current year, and special assessments due on the date _____ takes possession of the Property.
5. This agreement is made with the understanding that _____ will continue to negotiate in good faith with Owner to acquire its interest in the Property by direct purchase. It is further understood that in the event a settlement is not reached within 120 days of the execution of this agreement, such failure will be an acknowledgment that the negotiations to acquire the Property have proved futile. On this date, _____ shall begin timely preparations for the filing of a complaint in eminent domain to acquire title to the Property. If _____ begins proceedings in eminent domain, it is understood and agreed that this agreement shall continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court.
6. Section 1245.235 of the Code of Civil Procedure requires the Alameda Corridor-East Construction Authority, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the _____ Board of Directors and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.
 - (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - (3) The property sought to be acquired is necessary for the project.
 - (4) The offer required by Section 7267.2 of the Government Code has been made to the Owner or others of record.
7. By granting this irrevocable right to possession and use of the parcels to _____, Owner agrees to the following:

AGREEMENT FOR POSSESSION AND USE

Parcel 20__

APN ____-____-____

- (1) Owner specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the _____ Board of Directors authorizing the taking of the property described and depicted in Exhibits A and B;
 - (2) Owner shall not object to the filing of an eminent domain proceeding to acquire the property described and depicted in Exhibits A and B; and
 - (3) in any eminent domain action filed by _____ to acquire the property described and depicted in Exhibits A and B, Owner shall not challenge _____'s right to take such property, and the only issue shall be the amount of just compensation for the property.
8. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference including interest to _____.
9. Owner expressly waives all claims and defenses in its favor in any subsequent eminent domain proceeding except a claim for greater compensation.
10. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Property shall be the date on which _____ files the complaint in said proceeding.
11. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed at the apportionment rate calculated by the California State Controller as the rate of earnings by the Surplus Money Investment Fund for each six-month period. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Property, whether pursuant to this agreement, a subsequent settlement or court judgment, beginning on the date _____ is authorized to take possession of the Property pursuant to this agreement and ending on the earliest of the following dates:
- a. the date the amount placed into escrow by _____ is paid to the Owner;
 - b. the date the amount is paid directly to the Owner, or;
 - c. the date the amount is deposited with the court as the award in a judgment in condemnation.
12. At any time after the commencement of the proceeding in eminent domain, _____ reserves the right to abandon the proceeding in whole or in part.
13. If any hazardous materials are present on the Property on the date _____ takes possession of the Property, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials. Owner shall further hold _____, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of

AGREEMENT FOR POSSESSION AND USE

Parcel 20__

APN ____-____-____

hazardous materials which are present on the Property on the date ____ takes possession under this agreement.

14. This agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.

15. ____ shall record a memorandum of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(Owner as appears on offer letter signature block)

(Company)

(signature)

(date)

**RIGHT OF ENTRY GRANT
Lenwood Road Grade Separation Project
Assessor's Parcel # _____
Phase II Environmental**

The undersigned owner and/or tenant of the real property identified herein, or his/her duly authorized representative(s), (collectively "Owner/Tenant") hereby grants to _____ Engineering and their sub-consultants and contractors the right to enter upon the property identified as Assessor's Parcel Number _____, located in the City of Barstow, (the Property) from _____, 2012 through _____ 2012. In the event the work required is not complete, _____ Engineering. has the right to extend this Right of Entry for an additional six months to _____ upon written notice to the Owner/Tenant 30 days prior to _____.

To facilitate the City of Barstow's Lenwood Road Grade Separation project, _____ Engineering has requested permission to enter the Property to conduct an Environmental Phase II Testing. The work to be performed will generally consist of borings to obtain soil samples. The Owner/Tenant will be supplied by _____ Engineering a drawing that shows the approximate locations of the proposed boring sites prior to the boring activity.

If you would like _____ Engineering to provide notice of entry 24 hours prior to entering this property, please complete the contact information:

Contact Name _____ Phone _____

If we are unable to contact the person designated, please designate an alternative:

Alternative Contact Name _____ Phone _____

This Right of Entry Grant shall not be recorded. However, the Owner/Tenant agrees that if any transfer of title or possession of the Property occurs during the period that this Grant is effective, then the Owner/Tenant agrees that this Grant shall be binding on the Owner/Tenant's transferees and Owner further agrees to give notice of this Grant to those new owners or transferees.

This Right of Entry may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(Name of Signor and designation of Owner or Tenant)

Signature

Date

Print Name



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

Minute Action

AGENDA ITEM: 5

Date: February 17, 2012

Subject: Interstate 15 (I-15) Corridor Project

- Recommendation:** *
1. Award Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000.
 2. Approve a contingency amount of \$86,300 and authorize the Executive Director, or designee to release contingency as required for the project.
 3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500.

Background: These recommendations concern SANBAG's on-going analysis of toll feasibility on the I-15 Freeway in San Bernardino County. In 2008 the SANBAG Board of Directors approved an agreement with Riverside County Transportation Commission (RCTC) to utilize their team of Alternative Project Financing consultants to conduct a preliminary analysis to consider toll feasibility on mainline freeways within San Bernardino County. In September 2008 the Board approved the findings of the screening analysis that determined segments of the I-

*

Approved
Mountain/Desert Committee

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

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

10, I-15, and SR-210 are viable as High Occupancy Toll (HOT) lane facilities. With these results, a preliminary traffic and revenue study was conducted for the I-10 and I-15 corridors. On October 6, 2010 the Board directed staff to proceed with the procurement of Architectural & Engineering services required to conduct an advanced traffic and revenue toll feasibility study and an advanced financial toll feasibility study. As a result, in August 2011 the Board of Directors awarded two new contracts for these advanced studies. The consultants performing this work are Wilbur Smith Associates (WSA) and Public Financial Management (PFM). The completion of these advanced studies and the PSR-PDS is the next step in obtaining the information required to enable the SANBAG Board of Directors to make an informed decision on whether to pursue High Occupancy Toll (HOT) lanes on the I-15 corridor. The PSR/PDS is a Caltrans Project Initiation Document (PID) and serves to document the project development work for the HOT lane alternative on the I-15 Corridor. An additional task will include re-evaluating the preliminary toll feasibility results on I-15 between United States 395 (US 395) and the proposed High Desert Corridor (HDC).

For the I-15 Corridor PSR/PDS two new contracts are needed:

1. Contract, No. C11081 with Parsons Brinkerhoff will be administered by SANBAG and will result in the completion of the I-15 Corridor PSR/PDS. Tasks include refining the conceptual engineering plans, performing field investigation studies, developing project cost estimates, performing preliminary environmental studies, completing the PSR-PDS for the I-15 corridor, and coordinating with SANBAG's contracted Traffic and Revenue and Financial Toll Feasibility consultants WSA and PFM.
2. Cooperative Agreement C12198 with the State will allow Caltrans to perform review and approval of the I-15 PSR-PDS in an amount not to exceed \$102,500.

Recommendations 1 and 2: This is a new contract. On August 3, 2011, the SANBAG Board of Directors authorized the release of Request for Proposals (RFP) 11081 for the I-15 Preliminary Engineering for Level Two Feasibility Studies and PSR-PDS. The RFP was then posted on SANBAG's Internet website. Outreach to the firms for these services included emailing the RFP to approximately 100 firms registered in SANBAG's vendor database. In addition, a pre-proposal conference was held on September 21, 2011 with approximately 40 people in attendance.

For this procurement, SANBAG utilized a two-step consultant evaluation process for the selection of the most qualified firm in accordance with SANBAG's Policy 11000, Contracting and Procurement Policy. On October 7, 2011, five (5) proposals were received. The five-member Evaluation Committee, which

consisted of representatives from SANBAG, Riverside County Transportation Authority (RCTC), and Caltrans evaluated and scored each proposal based on three main criteria: firm qualifications, personnel proposed, and project understanding. Based on the scores, the Evaluation Committee determined that they were all qualified to perform the work and selected all five firms for interviews. The shortlisted firms are (in alphabetical order):

1. AECOM
2. CH2M Hill
3. HNTB
4. Jacobs
5. Parsons Brinkerhoff

On October 25, 2011 interviews were conducted. The Evaluation Committee scored each firm on information provided in their presentation and their response to questions during the question and answer session. Based on the overall score, PB was unanimously scored as the highest ranked firm.

Each of the firms was well prepared and showed good experience. However PB demonstrated specific knowledge and examples of related toll studies, experience with national toll feasibility projects, a comprehensive understanding of the I-15 project, and exhibited leadership skills and confidence to successfully deliver the project. Information presented included critical techniques and expertise regarding a variety of toll methodologies, HOT lane geometrics, and specific examples that demonstrated a clear understanding of the I-15 project. In addition, each of PB's core technical leads demonstrated an extensive understanding of toll study issues within their respective disciplines and explained how their knowledge and experience would be utilized to successfully deliver the project. This was further verified in the question and answer portion of the interview. Their responses to the panel's questions showed a depth of toll feasibility and HOT lane experience supported by a variety of specific examples. Collectively, the PB team members appeared as a quality team, one that is a national leader in the industry with a firm technical understanding of toll studies for freeway projects.

Following the recommendation by the Evaluation Committee and positive results of the reference check, SANBAG staff began negotiations with PB on their scope and cost. The negotiations lead to the attached scope of work and a contract amount not to exceed \$863,000 with no hourly rate escalation throughout the duration of the contract. In addition, staff is requesting a contingency amount of \$86,300 that the Executive Director or designee may authorize in writing to address unanticipated scope for a total budget authority of \$949,300.

The Measure I financial contribution is distributed among three programs. The portion of the I-15 Freeway that will be studied is within the San Bernardino Valley, the Cajon Pass, and the Victor Valley. The Measure I funding for the advanced toll feasibility study will be pro-rated based on freeway centerline miles within each area. Staff recommends award of Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed \$863,000 and approval for the Executive Director or designee to release contingency as required in an amount not to exceed \$86,300.

Recommendation 3: This is a new agreement. Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development work including this initial PID level. In compliance with the State budget, Caltrans requires reimbursement of PSR-PDS oversight services. Consequently, staff has coordinated with Caltrans to prepare this related cooperative agreement which outlines roles and responsibilities of the parties, the I-15 advanced toll feasibility study project requirements, anticipated deliverables, and staffing budget to accommodate Caltrans review and approval of the I-15 PSR-PDS.

In addition staff recommends approval of Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed \$102,500.

Financial Impact: This item is consistent with the 2011/2012 FY Budget, Project No. 0850, Alternative Project Financing. The funding source for the current fiscal year is Planning Program and Monitoring (\$169,130), Measure I 2010-2040 Victor Valley Traffic Management (\$29,047), Measure I 2010 Valley Freeway Projects (\$170,893), and Measure I 2010-2040 Cajon Pass Freeway Projects (\$118,608).

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012 and the Mountain/Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C11081 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Parsons Brinkerhoff (PB)

Contract Description Interstate 15(I-15)PSR-PDS & Preliminary Engineering for Toll Feasibility Studies

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approval of new contract with Parsons Brinkerhoff (PB).

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	863,000	Original Contingency Amount
			\$ 86,300
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	863,000	TOTAL CONTINGENCY VALUE
			\$ 86,300
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 949,300

Contract Start Date 3/7/12	Current Contract Expiration Date 6/1/14	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0850</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

MM
2/2/12

Task Manager Signature	2/2/12 Date	Project Manager Signature	1/31/12 Date
Chief Financial Officer Signature	2/2/12 Date	Contracts Manager Signature	_____ Date

ATTACHMENT A

Scope of Services Overview for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare a Project Study Report (Project Development Support) (PSR-PDS) for the possible implementation of High Occupancy Toll (HOT) Lanes on Interstate 15 in San Bernardino County. Coordination between AUTHORITY, CONSULTANT, and other local agencies will be accomplished through the AUTHORITY's Project Manager or designee and designated representatives from the local agencies.

CONSULTANT shall consider SANBAG's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. This PSR-PDS project is intended to be a coordinated project development effort that is aligned with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. CONSULTANT is required to coordinate the preparation of the I-15 PSR-PDS with AUTHORITY's toll feasibility consultants in order to help support their related feasibility work and provide key input regarding the preliminary engineering analyses, geometric alternatives, constraints, cost estimates and other critical data. CONSULTANT shall assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration.

The PSR-PDS will follow the Caltrans standard guidelines as outlined within the Project Development Procedures Manual (PDPM), Appendix S (PDPM is available on Caltrans website at <http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>). CONSULTANT shall include and incorporate any anticipated tasks required to complete this project within the proposal, whether specifically identified in this scope of services or not.

The SANBAG Project Manager for this contract shall be:

Garry Cohoe, Director of Project Delivery

Project Location and Description of Anticipated Improvements

The purpose of this project is to perform a PSR-PDS as described below for the addition of HOT lane facilities on Interstate 15 in San Bernardino County. The studies along I-15 will encompass the area from the Riverside County Line to US-395 for a distance of approximately 33 miles. The following new lane configurations will be considered for the analyses.

Interstate 15 HOT Lanes

- **From Riverside County Line to 6th Street (4.5 miles)**
 - Addition of one (1) HOT lane in each direction. A continuous auxiliary lane between SR-60 and I-10 is also being contemplated as an improvement to be included in the project.
- **From 6th Street to Sierra Avenue (9 miles)**
 - Addition of two (2) HOT lanes in each direction
- **From Sierra Avenue to US-395 (19.5 miles)**
 - Addition of two (2) reversible HOT lanes in the median (2 lanes total); [*Includes additional design option of two (2) HOT lanes in the median in each direction (4 lanes total)*]

SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the performance of all the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include all related studies, reports, analyses and studies necessary to complete the project.

General Description of Required Services

- A. CONSULTANT shall carry out the directions as received only from AUTHORITY'S Project Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTs providing services for this project and for adjacent or other related projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify AUTHORITY's Project Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, analyses, and related material prepared by CONSULTANT for the Project.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct.

- E. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System, as appropriate.
- F. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.
- G. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- H. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- I. CONSULTANT shall submit the final report on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- J. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with all related and/or adjacent projects, including the I-15 traffic and revenue and financial feasibility studies.

Scope of Services for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

Part A - Management

- 1. Project Management**
- 2. Coordination and Meetings**
- 3. Quality Control/Quality Assurance (QA/QC) and QMP**
- 4. Field Visit and Review Existing Reports, Studies, and Mapping**

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

- 5. Traffic Operations Analysis Report**
- 6. Refine Geometrics for I-15 HOT Lanes**
- 7. Cost Estimates**

Part C – I-15 PSR-PDS

- 8. Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)**
- 9. Refine Geometrics for I-15 HOT Lanes**
- 10. Initial Engineering Studies**
 - 10.1 Drainage/BMPs**
 - 10.2 Structures**
 - 10.3 Geotechnical**
 - 10.4 Traffic/Electrical/ITS**
 - 10.5 Staging/TMP Conceptual Staging Plans**
 - 10.6 Roadside Management, Highway Planting and Irrigation**
 - 10.7 Rehabilitation Strategies**
 - 10.8 PEAR**
 - 10.9 ROW Requirements**
 - 10.10 Stakeholder Involvement**
- 11. Cost Estimates for PSR-PDS**
- 12. Schedule and Funding Work Plan**
- 13. Risk Register**
- 14. Draft/Final PSR-PDS Report**

Part A - Management

1. Project Management and Administration

1a. Project Management

CONSULTANT shall furnish a qualified and experienced Project Manager to coordinate project related CONSULTANT operations with AUTHORITY, including assisting with the AUTHORITY's toll feasibility studies for I-15, confirming assumptions with the traffic and revenue scenarios and geometric alternatives, coordinate with the PA/ED project team for I-10 for potential system interchange connector ramps, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall be available to present the project details at meetings with critical agencies and stakeholders, including FHWA and Caltrans. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the AUTHORITY and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to AUTHORITY Project Manager.

Deliverables: Monthly Progress Reports, Action Items, and Decision Matrix

1b. Administration

CONSULTANT Project Manager shall coordinate with AUTHORITY and its consultants to prepare and update a project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall accurately consider AUTHORITY and Caltrans peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, action items, other related AUTHORITY project coordination, project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

Deliverables: Project Schedule, Project Master Files

Assumptions

- 6 hours per month for Project Administration
- 3 hours per month for document control on Projectsolve site

2. Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with AUTHORITY, and shall conduct meetings and coordinate with other consultants and stakeholders in monthly meetings, technical workshops, and/or focused meetings. CONSULTANT shall

assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to internal requests for information about the project. CONSULTANT shall assist with preparing a matrix outlining responsibilities between the Toll and Revenue, Financial, and PSR-PDS consultant teams.

CONSULTANT will also conduct the following two (2) workshops:

- Corridor Vision Workshop

CONSULTANT will assemble an internal team of nationwide managed lane and toll experts and host a workshop to assist in educating SANBAG staff of current trends, policies, programs, funding, operations, and maintenance of toll facilities. This workshop would develop a vision of tolling in San Bernardino County. This will lead to a deeper understanding of the goals of SANBAG staff and board to implement into the I-15 Corridor.

- Concept Integration Workshop

Prior to finalization of the engineering and operational concept for the PSR-PDS, the CONSULTANT team will host a workshop with the other consultant teams (primarily the T&R consultant) to present the facility design and operations concepts, and project phasing as the basis for guiding the traffic and revenue forecasting and toll system design. This workshop will be used as an opportunity to further refine roles and responsibilities and remaining decision points. It will coordinate facility and toll system design leading to finalization of the PSR-PDS design option and traffic and revenue forecasts. The CONSULTANT team will coordinate with the T&R consultant to complete up to two iterations of revisions to the engineering and operational concept.

Based on the results of the toll and revenue feasibility study, CONSULTANT may conduct the following one (1) additional workshop upon request by AUTHORITY. Cost for this optional workshop is not included in the budget.

- Value Engineering and Phasing Concept Plan Workshop (optional task)

This workshop would generally follow a value engineering process to evaluate the design concept in the context of financial feasibility. This determines whether opportunities exist to make design refinements and consider trade-offs that would reduce overall costs and make the project more viable. The CONSULTANT team will discuss project phasing relative to project limits to make the project more affordable and cost effective.

Assumptions

- Assume thirteen (13) monthly PDT meetings and seven (7) focus meetings

- Two (2) presentations to elected officials, including AUTHORITY, Cities, etc. 4 hours x 2 people for each presentation.
- Assume one (1) team coordination conference call a month – 2 hours each x 6 people
- Corridor Vision Workshop – 6 hours each x 6 people
- Concept Integration Workshop – 6 hours each x 6 people
- Value Engineering and Phasing Concept Plan Workshop – 6 hours each x 6 people (optional task requires prior AUTHORITY approval)

Deliverables: PDT Meeting Minutes, Workshops, Agendas, Handouts/Exhibits, Minutes

3. Quality Control/Quality Assurance (QA/QC) and QMP

CONSULTANT Project Manager shall prepare and implement a Quality Management Plan (QMP). CONSULTANT Project Manager will be responsible for adherence to applicable AUTHORITY administrative policies and procedures. CONSULTANT shall prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein.

Refer to Chapter 5, Article 9 of the PSR-PDS Appendix S for general guidance on the Quality Management Plan.

Deliverables: QMP Plan

Assumptions

- 40 hours for preparing QMP
- 10 hours per month for project controls

4. Field Visit and Review Existing Reports, Studies, and Mapping (AUTHORITY to provide all aerial photography background and parcel information for use in mapping similar to preliminary study work)

Prior to the field visit, CONSULTANT shall consider AUTHORITY's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. CONSULTANT will coordinate with AUTHORITY and toll feasibility consultants to visit the project site and perform windshield surveys to identify and assess the existing conditions of the I-15 mainline features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations.

CONSULTANT will also review previous geometric studies, major investment studies, available reports and plans of potential improvements for I-15 that may also include, but not be limited to, Transportation Concept Report, Regional Transportation Improvement

Program, Regional Transportation Plan, Congestion Management Plan, Tribal Transportation Plan, As-builts, base mapping, utility plans, existing surveys, aerial photography, right of way maps, accident data (TASAS). CONSULTANT shall prepare statement of assumptions for each previous study and project within the project limits along the Corridor. Develop inventory list of related studies, reports, projects, and current status along the Corridor.

CONSULTANT shall obtain and review the work performed by RCTC on the I-15 Corridor Improvement Project and coordinate related geometric design, modeling data and findings for this project, especially in the vicinity of the SR-60/I-15 interchange.

Aerial photography will be used as the basis for project mapping and the AUTHORITY does not anticipate requiring additional field surveying or aerial photography data. Background aerial photography and property line parcel information in digital format will be provided by AUTHORITY to CONSULTANT for use in developing the electronic base maps.

Deliverables: Field Review Logs, Photographs, Exhibits, Inventory List of related studies, mapping, and reports

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

5. Preliminary Traffic Operations Analysis Report (meet requirements within Caltrans Directive 11-02, April 7 2011; coordinate w/ WSA-CDM and Iteris to provide all forecasts and volumes required for this traffic operations analysis of HOT alternative)

CONSULTANT shall coordinate with AUTHORITY and its consultants as well as Caltrans to develop traffic analysis assumptions scoping primarily to meet the requirements of Caltrans Directive 11-02, April 2011. These assumptions will be memorialized in a technical memorandum approved by Caltrans. A V/C analysis will be prepared and summarized for each freeway segment throughout the corridor. The V/C analysis will summarize existing conditions and identify growth and freeway deterioration under future opening year and horizon conditions. CONSULTANT is to coordinate closely with the AUTHORITY and the traffic and revenue consultant for the I-15 corridor to effectively complete and provide the appropriate traffic operational and safety analyses to support the PSR-PDS. Weaving analysis will be performed at selected “prototype” locations to identify design issues associated with different access point configurations. CONSULTANT shall use the weaving area locations and weaving volumes identified by the T&R team as input to this analysis and as directed by the AUTHORITY. The analysis will identify potential performance problems for further study and help identify the scope for a formal traffic study to be performed at the start of the Project Approval and Environmental Document phase.

Deliverables: Preliminary Traffic Operational and Safety Analysis Report per Directive 11-02

6. Refine Geometrics for I-15 HOT Lanes (starting with preliminary study geometrics and previous Caltrans comments; see Caltrans meeting notes from Feb. 2010 to be addressed; Base aerial mapping and parcel information to be supplied by AUTHORITY)

Consultant shall continue to refine the preliminary geometric layout design prepared during the initial feasibility studies for the build alternative and more specifically define the following items including, but not limited to the proposed travel way cross section, buffers, shoulders, barriers, ingress and egress locations, transitions considering merging/weaving requirements, interchanges, connector ramps, on/off ramps, bridge structures, clearances and other engineering parameters in accordance to the Caltrans Highway Design Manual (HDM) and current State policy. This geometric analysis should consider and address the prior Caltrans review comments (see Feb. 2010 table of I-15 comment matrix) as much as practicable to help ensure that no fatal flaws exist within the geometric design being analyzed within the Level Two toll feasibility analysis. CONSULTANT will identify early potential constraints, allowing the development of alternatives that will avoid or minimize negative environmental impacts. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall coordinate with CHP, Caltrans Maintenance, and emergency services in support of the geometrics for the corridor. CONSULTANT will work with Caltrans to obtain approval of geometric plans of the proposed alternatives.

CONSULTANT shall coordinate closely during the development of facility geometric plans and schematics, in conjunction with the Tolling Systems Concept of Operations (completed by the T&R consultant). Engineering for the HOT facility requires consideration of the physical and operational characteristics of the corridor, facility design and transitional elements (particularly for reversible lane operations), tolling and related user operating policies (which are affected by separation and access considerations), and project maintenance and operating costs, among others.

CONSULTANT shall also consider an additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395) to provide (2) HOT lanes in both directions in lieu of the (2) Reversible lanes. This geometric analysis shall include typical engineering design considerations including ingress and egress requirements, system interchange connectivity at the I-15/I-215 Devore interchange, and the issues mentioned within the Feb. 2010 comment matrix provided by

Caltrans staff. CONSULTANT shall coordinate closely with the Traffic and Revenue consultant to consider the feasibility of providing either two (2) HOT lanes in each direction or two (2) HOT reversible lanes. CONSULTANT shall recommend any safety and operational requirements anticipated to necessitate further study during the future PA/ED phase. CONSULTANT shall prepare conceptual layout, schematic map and typical cross sections only for this option throughout the reversible lane segment.

Consultant shall also consider any other interchange projects along the I-15 corridor within the project limits to ensure project conformity in order to accommodate any other projects necessary within this preliminary geometric design. Consultant shall coordinate closely with AUTHORITY, I-10 and T&R consultants, Caltrans, FHWA and/or any other project partners in performing this work.

Deliverables: Preliminary Geometric Layout Plans, cross-sections, and/or exhibits for Level Two Feasibility Studies as described herein under "**Project Location and Description of Anticipated Improvements**". Conceptual layout, schematic map and typical cross sections for additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395).

7. Cost Estimates (updated cost estimates for capital construction costs to provide to WSA-CDM, T/R consultant; (also coordinate with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan)

Consultant shall prepare preliminary capital construction cost estimates sufficient for the Level Two feasibility study for the build alternative and provide to the T&R consultant in order to facilitate completing the toll feasibility studies. Similar to those completed within the preliminary studies, these capital construction estimates should outline the anticipated costs for the geometric design improvements for the build alternative and include, but not be limited to earthwork, structural section, drainage, specialty items, bridge structures, and any other project related costs. Consultant shall provide all project related 'hard' and 'soft' cost estimates similar to those completed within the preliminary study work and include annual roadway rehabilitation costs, slab maintenance costs, bridge maintenance costs to the T&R consultant for analyzing the feasibility of the project. Consultant shall coordinate closely with the T&R consultant as they will provide the primary Electronic Toll System capital, maintenance and operations cost estimates required for the project. Consultant shall also coordinate closely with AUTHORITY to provide separate cost estimates that align with the AUTHORITY funding program boundaries that are segmented within the Valley, Cajon and High Desert program boundary as necessary.

Consultant shall also provide various project cost estimates for up to five (5) sensitivity analyses to be completed by the T&R consultant that may change key parameters such as design variations, phased or staged project limits, roadway opening year, or other factors as directed by AUTHORITY. The sensitivity factors will be discussed with AUTHORITY and the toll feasibility team prior to beginning these sensitivity analyses.

Deliverables: Preliminary Cost Estimates for Level Two Feasibility Studies

Part C – I-15 PSR-PDS

8. Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)

In coordination with AUTHORITY and other project-related consultants, CONSULTANT shall utilize the work performed within the Level Two traffic analysis (described in task #5 above) and any other existing transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5. The responsible-charge engineer shall consult with the Functional Managers identified below in order to estimate the scope and magnitude of the Traffic Engineering studies (i.e. Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and, Safety Review) that need to be performed during the Project Approval & Environmental Document phase.

To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

1. The potential scope of work and features (especially the traffic "elements" referenced above)
2. Potential performance benefits and deficiencies
3. The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis and evaluation) to be performed during the Project Approval and Environmental Document phase

The primary objective is to identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase.

A summary of the assessment and key findings and estimates should be summarized or incorporated into the PSR-PDS document.

Deliverables: **Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5; Excerpt within PSR-PDS**

9. Preliminary Layout Plans for I-15 HOT Lanes (Cut sheets printed including title sheet, cross sections and plan geometrics on 11x17 using geometrics refinement work completed within #1 above)

Using the geometric design completed within Task #6 above, Consultant shall prepare layout plans in 11x17 format at 1" = 100' scale (approximately 1"=200' for reduced plans) as Caltrans standard cut sheets including title block. The geometric plans shall include travel way lanes, striping, transition areas, ingress and egress locations, merge/weave locations, shoulder and buffer widths that are labeled and dimensioned. Right of way requirements will be shown. Retaining wall and sound wall locations will be shown with approximate heights. Daylight limits of standard 1:2 or 1:4 slopes will be delineated. Cost effectiveness and right-of-way impacts will also play significant roles in the geometric development process. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall conduct independent QA/QC and third party reviews of deliverables. Review comments from plan submittals will be incorporated as appropriate.

Deliverables: Geometric Layout Drawings w/ Title Block, Cross Sections, and Exhibits

10. Initial Engineering Studies (including Purpose and Need and Deficiencies), Alternatives and Scoping Checklists (Design Scoping Index, PSR-PDS Scoping, TPSIS attachment)

CONSULTANT will evaluate the physical characteristics of the project area, including an assessment of the major engineering features and design standards to consider the alternatives for the project. This activity includes establishing the study area limits of the various alternatives to be developed and analyzed in the PSR-PDS.

CONSULTANT shall consider the physical project constraints of the I-15 features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations. CONSULTANT is to review information gathered and analyzed within these initial engineering studies to develop draft versions of the Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS for AUTHORITY and Caltrans review.

Only two (2) alternatives will be analyzed which includes (1) No Build alternative, and (2) HOT Lane alternative as described herein. CONSULTANT shall focus these studies on determining the reasonable study area that should be considered for the development of these two (2) alternatives.

Deliverables: Establish Study Area Limits; Develop Purpose and Need, Develop Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS

10.1. Alternatives and Scoping Checklists

Based on the Corridor Vision Workshop, CONSULTANT will develop alternative concepts for the vision of the corridor. CONSULTANT shall review and improve conceptual facility design. CONSULTANT shall prepare and conduct a Corridor Vision Workshop as described under Task 2. CONSULTANT shall update existing schematics prepared during the Feasibility Study based on alternative concepts. Five (5) alternative concepts will be evaluated based on results of the Corridor Vision Workshop. The preliminary ingress and egress locations will be illustrated on the updated schematics. CONSULTANT shall identify locations for additional geometric development. The updated schematics will be utilized as the basis of the conceptual facility design and scope of the project. CONSULTANT shall complete the Scoping Tools including the Design Scoping Index, PSR-PDS Scoping Checklist, Transportation Planning Scoping Information Sheet (TPSIS attachment) as outlined within the PDPM current as of Sept. 30, 2011. CONSULTANT shall develop the basic strategy options to meet the project need and purpose. This activity includes confirming the scope for additional geometric development with the AUTHORITY and Caltrans to determine the feasibility of the HOT lanes.

Deliverables: Concept Facility Design, Design Scoping Index, PSR-PDS Scoping Checklist, TPSIS attachment

10.2. Drainage/BMPs

Using available as-built information for the existing drainage facilities along the corridor, CONSULTANT shall identify large drainage facilities (48" or larger culverts) improvements in support of the cost estimate for the PSR/PDS. Drainage improvements of major facilities will be shown in PSR-PDS plans/exhibits. No profiles will be provided. Preliminary sizing of on-site drainage facilities and calculation of discharge are not included in the scope of work. A detailed hydrology and hydraulic analysis is not included in the scope of work. On site drainage facilities will be estimated at a planning level as a percentage of project costs per Caltrans PDPM.

Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA&ED, the expected level of stormwater information for a PSR-PDS is going to be much less than a regular Project Study Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the project alternatives, right-of-way needs, or project costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements. See Chapter 5, Article 3 of Appendix S for general guidance on the PSR-PDS Stormwater Documentation scoping tool.

No field work will be required for this task. All reconnaissance will be done using computer desktop methods, such as Google Earth and Maps. A suite of BMPs will be provided for each BMP location. Selection of BMPs for each location will be not be provided. BMP options will be provided for cost estimating purposes only. The SWDR will be limited to the questions in Chapter 5, Article 3 of Appendix S of the PDPM and the Evaluation Form (PPDG, Appendix E).

Deliverables: Stormwater Documentation per PDPM Chapter 5, Article 3; Excerpt discussion within PSR-PDS

10.3. Structures

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT shall identify proposed structure improvements in support of the cost estimate for the PSR/PDS. Structure improvements of major facilities will be shown in PSR-PDS plans/exhibits. Preliminary structure widening and bridge improvements will be estimated as a percentage of project costs per Caltrans PDPM similar to the preliminary estimate within the initial feasibility studies.

CONSULTANT shall prepare Conceptual Widening or replacement Study for each complex structure as identified above to evaluate the type of structure, foundation and its constructability, calculations of horizontal and vertical clearances, staging, preliminary construction durations, structure cost and structural interaction with roadway and railroad facilities.

If necessary, CONSULTANT shall develop the Conceptual Study report utilizing Caltrans' Memo to Designers (MTD) 1-8 and Caltrans' Office of Specially Funded Projects' (OSFP) Information and Procedures Guide, including a preliminary seismic retrofit assessment of the existing bridge structures.

Deliverables: Preliminary Structure Improvements and Cost Estimates

10.4. Geotechnical

Using available geotechnical information along the corridor, CONSULTANT shall review findings of prior investigations, preliminary considerations for design, potential impacts, faults and seismic issues, landslides, and other general design and construction recommendations in order to summarize all related geotechnical issues within the PSR-PDS. CONSULTANT shall also conduct a preliminary assessment of potential geologic hazards along the project alignment by reviewing readily available, relevant geotechnical literature, reports, deterministic and probabilistic seismic hazards maps, geologic maps, and historic aerial photographs available from its in-house library. Geologic hazard issues

will include faulting and seismicity, seismic shaking, liquefaction potential, slope instability and landslides, earthquake-induced settlements and lateral spreading, dam-inundation and flooding.

This should include a general discussion of all related preliminary Geotechnical information that addresses cuts, fills, retaining walls, sound walls, signs, drainage facilities, and pavement structural design and describe the primary challenges that will be addressed within the PA/ED phase. A Life Cycle Cost Analysis report (LCCA) is not anticipated.

Deliverables: Preliminary Geotechnical Design excerpt for PSR-PDS

10.5. Traffic/Electrical/ITS

Using available and relevant information along the corridor, CONSULTANT shall review all traffic related design parameters and prepare preliminary signing and striping requirements in support of the geometric development. CONSULTANT shall assess preliminary signal, lighting, ramp metering, traffic management and monitoring and toll collection requirements. Traffic, electrical, and ITS elements will be quantified to a planning level consistent with PSR-PDS level cost estimating. CONSULTANT will develop and evaluate alternative traffic management and ITS elements and develop recommendations for implementation in the corridor to support the PSR/PDS. An excerpt of this information will be included within the PSR-PDS report.

Deliverables: Traffic/Electrical/ITS Excerpt within PSR-PDS and Preliminary Cost Estimate

10.6. Conceptual Staging Plans

CONSULTANT will prepare typical, concept stage construction plans, cross sections and exhibits for mainline widening and reversible lanes for the build alternative. The construction staging concept plans will depict the overall sequencing of construction to balance the construction production, traffic delay impact, and cost affordability. A summary providing a brief comparison of strengths and weaknesses of the alternatives from the perspective of construction staging will be included. The construction staging concept plans will show where the construction is occurring and where traffic is maintained during construction (i.e. identify opened lanes of travel, and general construction areas). CONSULTANT shall prepare schematics of the construction staging for typical median widening based on typical sections. CONSULTANT shall develop a conceptual plan and sections to clarify the intent of the staging without detailed staging plans.

The staging concept will be used to develop project cost estimates.

Deliverables: Concept Stage Construction Plans

10.7. Roadside Management, Highway Planting and Irrigation

CONSULTANT shall evaluate project requirements for highway hardscaping, planting and irrigation. Locations requiring roadside management and hardscape aesthetic treatment will be identified as a basis for quantity takeoffs. Highway planting and irrigation will be estimated based on the area of disturbed ground in areas where outside pavement widening is proposed.

Deliverables: Draft Planting and Irrigation Requirements and Estimate

10.8. Rehabilitation Strategies

CONSULTANT shall identify and evaluate rehabilitation strategies for two (2) build alternatives. There are four primary components that will be considered: 1) pavement rehabilitation, 2) structure rehabilitation, 3) toll collection equipment and facilities rehabilitation, and 4) loss of toll revenue during rehabilitation work. This effort is to be coordinated with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan.

Deliverables: Rehabilitation Strategies and Rehab Cost Estimate

10.9. PEAR

CONSULTANT shall prepare a draft and final PEAR, per Standard Environmental Reference Guidelines, the latest template (updated April 2011), and the PEAR Handbook (dated January 2009). The PEAR will clearly identify required environmental document, anticipated impacts, the future technical studies and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect design. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the appropriate PEAR Technical Summaries section, but will not have a separate technical Memoranda prepared.

The PEAR shall also include:

- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right of way, excavation, and/or structure demolition or modification.
- Required or anticipated permits or approvals discussed.

Refer to the Standard Environmental Reference (SER) for further guidance on the PEAR. See Chapter 5, Article 6, of Appendix S for general guidance on the PEAR scoping tool.

Deliverables: Draft and Final PEAR per PDPM Chapter 5, Article 6.

10.10. ROW Requirements – brief summary of minimal ROW anticipated, utility, and railroad issues; Conceptual ROW Cost Estimates to be attached (no ROW data sheets anticipated)

CONSULTANT shall determine Right of Way requirements for the proposed project in accordance with PSR-PDS guidelines within Chapter 5, Article 7. CONSULTANT shall delineate Right of Way Requirements on the geometric design plans throughout the corridor. Right of Way requirements will be established in Microstation format and tabulated in an Excel spreadsheet.

Utilities Assessment

Utilizing available information gathered for the project and the record drawings obtained from the as-builts utility search and Dig Alert, CONSULTANT shall map major existing utilities based on field review within the project limits. CONSULTANT shall assess impacts to existing utilities and determine planning level costs for inclusion into the Conceptual ROW cost estimates.

Railroad Mitigation

Utilizing available information gathered for the project and the record drawings obtained from the as-builts, CONSULTANT shall identify impacted rail lines, operation requirements and project requirements for the PSR/PDS describing the railroad facilities and types of agreements and rights required from the railroads and how these issues would be handled during the PA/ED phase.

Deliverables: Right of Way Requirements for PSR-PDS per PDPM Appendix S, Chapter 5, Article 7 and Conceptual ROW cost estimates with no parcel maps.

11. Cost Estimates summarized for PSR-PDS (summary excerpt of costs prepared as part of Cost Estimates #7 above that are anticipated to be more detailed to provide to WSA-CDM, T/R consultant; also include Project Support Cost Estimate)

Using the cost estimates provided for the Level Two analysis, CONSULTANT is to summarize the preliminary Cost Estimates per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to provide a planning level estimate for each alternative as well as the support cost estimate for the future PA/ED effort as outlined in the PDPM. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify potential costs.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These estimates should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

Deliverables: Cost Estimates for PSR-PDS per PDPM Appendix S

12. Schedule and Funding Work Plan (anticipated for PA/ED and future phases)

CONSULTANT is to develop a Schedule and Funding Work Plan per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to coordinate closely with AUTHORITY to provide an estimated schedule and funding plan for proposed programmed activities to be completed for the project. CONSULTANT shall identify the anticipated project development support costs needed to complete the future PA/ED project, an estimated schedule for completion of major milestones and a cost estimate range for capital outlay and remaining support activities.

The work plan should be provided to AUTHORITY in the form to show relationships between project tasks and milestones, including any consideration of project phasing and staging sequences, since this work plan will be useful in assessing changes to any one item within the context of the whole project.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These schedule and funding work plans should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

13. Risk Register

CONSULTANT shall prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk.

Consultant shall coordinate with the project sponsor and project team members to jointly develop a written plan that enables them to identify, assess, quantify, prepare a response to, monitor, and control capital project risks. Refer to the Project Risk Management Handbook and use the Risk Register template in completing the plan. Potential risks shall be evaluated and discussed by the PDT, and ownership of the risks shall be identified. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify, classify and quantify the risk impacts to the various disciplines. Additionally, the ownership of the risk must be identified. This information needs to be summarized within the PSR-PDS. Refer to Chapter 5, Article 10 of this appendix for general guidance on the Risk Register.

14. Draft/Final PSR-PDS Report (Title, Vicinity Map, Intro, Background, etc.)

CONSULTANT shall:

- Prepare a Draft of the I-15 PSR-PDS Report in coordination with the I-15 toll feasibility contract work, to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general project strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement (primary effort by I-10 PR/Outreach team w/ CONSULTANT coordination for I-15) and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

This report proposes to include, but not be limited to: (i) a description of the facility, and other generalities about the project; (ii) the existing travel conditions in the area; (iii) the study methodology including the tasks identified in this scope; (iv) the physical configuration of the present and future mainline and ramps; (v) the traffic and revenue forecasts (provided by others and excluded from this scope of work); (vi) concluding remarks.

- Submit ten (10) copies of the draft report to AUTHORITY for review.

- Evaluate and respond to comments received during the review period. Based on the comments, CONSULTANT shall update and revise the Report and prepare and present a Final I-15 PSR-PDS Report.
- Submit fifteen (15) copies of the final report.

Assumptions:

- Limited review cycles, based on consolidated sets of comments, for SANBAG and Caltrans for Draft PSR-PDS Report and each of its components described above.
- Reviews by SANBAG and/or peer review consultant shall be coordinated prior to submittals to Caltrans

Deliverables: Draft and Final I-15 PSR-PDS Report

**I-15 PSR-PDS and
Preliminary Engineering for Level Two Toll Feasibility Studies
Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	month														
Part A - Management															
1. Project Management															
2. Coordination and Meetings															
3. Quality Control/Quality Assurance (QA/QC) and QMP															
4. Field Visit and Review Existing Reports, Studies, and Mapping															
Part B - Preliminary Engineering for Level Two Toll Feasibility Studies															
5. Traffic Operations Analysis Report															
6. Refine Geometrics for I-15 HOT Lanes															
7. Cost Estimates															
Part C - I-15 PSR-PDS															
8. Traffic Summary of #5 Above, and complete (TEPA)															
9. Refine Geometrics for I-15 HOT Lanes															
10. Initial Engineering Studies															
10.1 Drainage/BMPs															
10.2 Structures															
10.3 Geotechnical															
10.4 Traffic/Electrical/ITS															
10.5 Staging/TMP Conceptual Staging Plans															
10.6 Roadside Management, Highway Planting and Irrigation															
10.7 Rehabilitation Strategies															
10.8 PEAR															
10.9 ROW Requirements															
10.10 Stakeholder Involvement															
11. Cost Estimates for PSR-PDS															
12. Schedule and Funding Work Plan															
13. Risk Register															
14. Draft/Final PSR-PDS Report															

CI1081-115 PSR-PDS

ATTACHMENT 'B' (DRAFT)

PARSONS BRINCKERHOFF

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

February 1, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$124.76	0	\$0.00
Project Manager	\$103.80	160	\$16,608.00
Engineering Manager	\$91.84	330	\$30,307.20
Roadway Lead	\$41.29	652	\$26,921.08
Environmental Lead	\$57.96	139	\$8,056.44
Structures Lead	\$71.78	65	\$4,665.70
Planning Manager	\$81.69	24	\$1,960.56
Senior Planner	\$89.46	29	\$2,594.34
QA/QC Manager	\$111.78	30	\$3,353.40
Traffic Lead	\$69.84	120	\$8,380.80
Policy and Planning Lead	\$57.99	29	\$1,681.71
Alternative Concepts Lead	\$96.57	63	\$6,083.91
Senior Engineer	\$72.94	160	\$11,670.40
Drainage Lead	\$40.20	170	\$6,834.00
Senior Planner	\$80.47	16	\$1,287.52
Railroad Lead	\$62.10	10	\$621.00
Senior Structure Engineer	\$68.30	0	\$0.00
Bridge Engineer/Designer	\$40.92	173	\$7,079.16
Engineer/Designer	\$40.33	822	\$33,151.26
Structure CADD Specialist	\$38.73	0	\$0.00
Environmental QA/QC	\$58.85	16	\$941.60
Associate Engineer/Designer	\$0.00	0	\$0.00
Associate Planner	\$0.00	0	\$0.00
Engineering Assistant	\$35.37	40	\$1,414.80
Environmental Assistant	\$31.64	40	\$1,265.60
Environmental Assistant	\$33.22	32	\$1,063.04
Technical Specialist	\$51.75	262	\$13,558.50
Environmental Specialist	\$44.95	80	\$3,596.00
Project Controls Manager	\$36.96	40	\$1,478.40
Project Administrator	\$35.26	0	\$0.00
CAD Manager	\$45.65	26	\$1,186.90
Senior Environmental Specialist	\$87.73	16	\$1,403.68
Noise Specialist	\$45.99	24	\$1,103.65
Environmental Assistant	\$30.08	40	\$1,203.35
Cultural Specialist	\$56.84	12	\$682.06
Archaeology/Paleontology Specialist	\$56.39	12	\$676.73
Environmental Assistant	\$29.00	40	\$1,159.94
Air Quality Specialist	\$67.72	8	\$541.77
Hazardous Waste Specialist	\$57.12	8	\$456.99
Senior Environmental Specialist/context sensitive soluti	\$61.78	8	\$494.24
Clerical/Admin Assistant	\$0.00	0	\$0.00
Technical Editor	\$0.00	0	\$0.00
Project Coordinator	\$0.00	0	\$0.00
Other 1	\$0.00	0	\$0.00
Other 2	\$0.00	0	\$0.00
Other 3	\$0.00	0	\$0.00
Other 4	\$0.00	0	\$0.00
Other 5	\$0.00	0	\$0.00
Other 6	\$0.00	0	\$0.00
Other 7	\$0.00	0	\$0.00
Other 8	\$0.00	0	\$0.00
Other 9	\$0.00	0	\$0.00
Other 10	\$0.00	0	\$0.00
Subtotal Hours & Direct Labor Costs		3,696	\$203,483.73
Anticipated Salary Increases			\$0.00

0
0

Total Direct Labor Costs \$203,483.73 (1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 203,483.73 = Subtotal \$305,225.60 (2)
 Subtotal (1)

III. FEE (PROFIT)

8 % x \$ 508,709.33 = Subtotal \$40,696.75 (3)
 Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem (20 days)	\$1,120.00
Car Mileage (IRS rate)	\$1,110.00
Travel (Air)	\$6,000.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color)	\$5,000.00
Commercial Printing	\$2,505.00
Mail/Courier	\$2,000.00
Hotel (20 nights)	\$2,400.00
Rental Car (20 Days)	\$1,100.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$23,235.00 (4)

V. SUBCONSULTANTS COST

FBI Consulting, Inc
 Overland Pacific and Cutler, Inc (Optional)
 Leighton Group
 INTERIS

\$206,355.72
\$7,515.34
\$46,380.47
\$28,187.52

Total \$ \$290,359.05 (5)

VI. TOTAL AMOUNT

\$863,000 (Total 1-5)

ATTACHMENT 'B' (DRAFT)

PARSONS BRINCKERHOFF

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

February 1, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$124.76	0	\$0.00
Project Manager	\$103.80	160	\$16,608.00
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Environmental Lead	\$57.96	139	\$8,056.44
Structures Lead	\$71.78	65	\$4,665.70
Planning Manager	\$81.69	24	\$1,960.56
Senior Planner	\$89.46	29	\$2,594.34
QA/QC Manager	\$111.78	30	\$3,353.40
Traffic Lead	\$69.84	120	\$8,380.80
Policy and Planning Lead	\$57.99	29	\$1,681.71
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Engineer/Designer	\$40.33	822	\$33,151.26
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Associate Planner	\$0.00	0	\$0.00
Engineering Assistant	\$35.37	40	\$1,414.80
Environmental Assistant	\$31.64	40	\$1,265.60
Environmental Assistant	\$33.22	32	\$1,063.04
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CAD Manager	\$45.65	26	\$1,186.90
Senior Environmental Specialist	\$87.73	16	\$1,403.68
Noise Specialist	\$45.99	24	\$1,103.65
Environmental Assistant	\$30.08	40	\$1,203.35
Cultural Specialist	\$56.84	12	\$682.06
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Environmental Assistant	\$29.00	40	\$1,159.94
Air Quality Specialist	\$67.72	8	\$541.77
Hazardous Waste Specialist	\$57.12	8	\$456.99
Senior Environmental Specialist/context sensitive soluti	\$61.78	8	\$494.24
Clerical/Admin Assistant	\$0.00	0	\$0.00
Technical Editor	\$0.00	0	\$0.00
Project Coordinator	\$0.00	0	\$0.00
Other 1	\$0.00	0	\$0.00
Other 2	\$0.00	0	\$0.00
Other 3	\$0.00	0	\$0.00
Other 4	\$0.00	0	\$0.00
Other 5	\$0.00	0	\$0.00
Other 6	\$0.00	0	\$0.00
Other 7	\$0.00	0	\$0.00
Other 8	\$0.00	0	\$0.00
Other 9	\$0.00	0	\$0.00
Other 10	\$0.00	0	\$0.00

Subtotal Hours & Direct Labor Costs	3,696	\$203,483.73
Anticipated Salary Increases		\$0.00

0
0

Total Direct Labor Costs \$203,483.73 (1)

0

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 203,483.73 = Subtotal \$305,225.60 (2)
Subtotal (1)

0

III. FEE (PROFIT)

8 % x \$ 508,709.33 = Subtotal \$40,696.75 (3)
Total (1) + (2)

0

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem (20 days)	\$1,120.00
Car Mileage (IRS rate)	\$1,110.00
Travel (Air)	\$6,000.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color)	\$5,000.00
Commercial Printing	\$2,505.00
Mail/Courier	\$2,000.00
Hotel (20 nights)	\$2,400.00
Rental Car (20 Days)	\$1,100.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$23,235.00 (4)

0

V. TOTAL AMOUNT

\$572,641 (Total 1-5)

ATTACHMENT 'B' (DRAFT)

RBF CONSULTING, INC.

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS

PROFESSIONAL PLANNING AND ENGINEERING SERVICES

November 1, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal, Segment 2	\$98.55	0	\$0.00
Project Manager, Segment 2 Lead	\$62.50	210	\$13,125.00
Task Manager, Segment 2, Drainage	\$84.14	6	\$504.84
Task Manager, Segment 2, Water Quality	\$84.14	6	\$504.84
Project Engineer	\$46.74	84	\$3,926.16
Project Engineer	\$43.27	44	\$1,903.88
Project Engineer	\$44.72	232	\$10,375.04
Project Engineer	\$42.36	176	\$7,455.36
Project Engineer	\$41.11	12	\$493.32
Project Engineer	\$53.37	32	\$1,707.84
Engineer/Designer	\$37.80	412	\$15,573.60
Engineer/Designer	\$30.70	412	\$12,648.40
Engineer/Designer	\$37.02	32	\$1,184.64
Engineer/Designer	\$35.75	12	\$429.00
Engineer/Designer	\$50.00	32	\$1,600.00
Engineer/Designer	\$0.00	0	\$0.00
Engineer/Designer	\$34.30	12	\$411.60
Engineer/Designer	\$27.80	12	\$333.60

Subtotal Hours & Direct Labor Costs	1,726	\$72,177.12	
Anticipated Salary Increases		\$0.00	
Total Direct Labor Costs		\$72,177.12	(1)

II. INDIRECT COSTS

INDIRECT RATE	150.00 % x	\$ <u>72,177.12</u>	=	Subtotal	\$108,265.68	(2)
		Subtotal (1)				

III. FEE (PROFIT)

8 % x	\$ <u>180,442.80</u>	=	Subtotal	\$14,435.42	(3)
	Total (1) + (2)				

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$1,665.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$2,000.00
Photocopies (Color)	\$2,600.00
Commercial Printing	\$0.00
Mail/Courier	\$2,687.50

V. TOTAL AMOUNT

\$28,108 (Total 1-4)

ATTACHMENT 'B' (DRAFT)

OVERLAND, PACIFIC AND CUTLER, INC.

San Bernardino Associated Governments (SANBAG)

I-15 HOT LANES PSR-PDS
PROFESSIONAL PLANNING AND ENGINEERING SERVICES

November 9, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
RW Project Manager	\$38.46	60	\$2,307.60
RW Project Analyst	\$21.63	22	\$475.86

Subtotal Hours & Direct Labor Costs	82		\$2,783.46	
Anticipated Salary Increases			\$0.00	
Total Direct Labor Costs			\$2,783.46	(1)

II. INDIRECT COSTS

INDIRECT RATE	150.00 % x	\$ 2,783.46	=	Subtotal	\$4,175.19	(2)
		Subtotal (1)				

III. FEE (PROFIT)

	8 % x	\$ 6,958.65	=	Subtotal	\$556.69	(3)
		Total (1) + (2)				

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$0.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$0.00
Photocopies (Color)	\$0.00
Commercial Printing	\$0.00
Mail/Courier	\$0.00
Photographs	\$0.00
Intersection Traffic Counts	\$0.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$	\$0.00	(4)
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V. TOTAL AMOUNT

	\$7,515	(Total 1-4)
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CONTRACT SUMMARY SHEET

Contract No. C12198 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and State of California (Caltrans)

Contract Description Interstate 15 (I-15) PSR-PDS

Board of Director's Meeting Date: March 7, 2012	
Overview of BOD Action: Approval of new cooperative agreement with Caltrans.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	102,500	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	102,500	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 102,500

Contract Start Date 3/7/12	Current Contract Expiration Date 6/1/14	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0850</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

_____ 2/2/12
 Task Manager Signature Date

_____ 2/2/12
 Chief Financial Officer Signature Date

_____ 1/31/12
 Project Manager Signature Date

 Contracts Manager Signature Date

Mon
2/2/12

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS," and the

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, a public entity referred to as
AUTHORITY.

RECITALS

CALTRANS and AUTHORITY, collectively referred to herein as PARTIES, 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) right of way.

1. AUTHORITY desires to develop a Project Initiation Document (PID) for High Occupancy Toll (HOT) lanes on Interstate 15 (I-15) from Riverside County Line to US-395, referred to herein as "PROJECT."
2. PARTIES acknowledge that this Agreement is only applicable for a project study report/project development support (PSR/PDS) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. AUTHORITY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.

5. CALTRANS will review and approve the PID prepared by AUTHORITY as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. CALTRANS and AUTHORITY hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

AGREEMENT

1. AUTHORITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.
2. AUTHORITY and CALTRANS will complete the activities assigned to it on the Scope Summary - Exhibit A that, is attached to and made a part of this Agreement by reference. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.
3. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
4. AUTHORITY agrees to pay CALTRANS, an amount not to exceed \$102,500 which includes all Caltrans labor and any work to complete the PID.
5. The effort performed by CALTRANS, as stipulated in this Agreement, will be reimbursed including all direct and applicable indirect costs.
6. PARTIES will not incur costs beyond the funding commitments established in this Agreement.
7. CALTRANS will provide AUTHORITY with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the project delivery team (PDT) meetings as reimbursed work.
8. CALTRANS will complete a review of the draft PID and provide its written comments to the AUTHORITY within 60 calendar days from the date CALTRANS received the draft PID from AUTHORITY. AUTHORITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by AUTHORITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from AUTHORITY.
9. After the AUTHORITY revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date

CALTRANS received the draft PID from AUTHORITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, AUTHORITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.

10. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing IQA to verify that QC/QA meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any validation by verifying nor rechecking work performed by AUTHORITY or providing guidance to AUTHORITY. No liability will be assignable to CALTRANS, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
11. PID preparation, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse CALTRANS for such work and parties will amend this Agreement.
12. CALTRANS will submit monthly invoices to AUTHORITY, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

AUTHORITY will pay invoices within thirty (30) calendar days of receipt of an acceptable invoice.

After both parties agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.
13. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, AUTHORITY will notify CALTRANS within 24 hours of discovery.
14. Parties agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
15. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of AUTHORITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

16. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
17. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
18. Neither AUTHORITY nor any officer or employee or agents thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers, employees and agents from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
19. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents 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 CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under this Agreement.
20. 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 PARTY (IES) hereto.
21. This Agreement will terminate 90 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing, but no longer than June 1, 2014. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES

Parties declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Larry McCallon
Board President

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
Deputy Attorney

By: _____

Penny Alexander-Kelley
Legal Counsel

APPROVED AS TO FINANCIAL TERMS:

CONCURRENCE

By: _____
HQ Accounting

By: _____
Kathleen Murphy-Perez
Contracts Manager

EXHIBIT A

SCOPE SUMMARY (PSR/PDS)

4	5	6	7	Description	CALTRANS	AUTHORITY	N/A
0	100			PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS] (Note: PMP is not required.)	X	X	
		05		QUALITY MANAGEMENT PLAN		X	
		10		RISK REGISTER		X	
		15		COMMUNICATION PLAN			X
		20		PROJECT DEVELOPMENT TEAM MTGS		X	
		30		CO-OP AGREEMENT FOR PSR-PDS REIMBURSEMENT	X		
		40		CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150			DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05		TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
		05		PROVISION OF EXISTING REPORTS, DATA, STUDIES AND MAPPING		X	
		10		PROVISION OF EXISTING GEOLOGICAL INFORMATION		X	
		15		PROVISION OF EXISTING UTILITY INFORMATION		X	
		20		PROVISION OF ENVIRONMENTAL CONSTRAINTS INFORMATION		X	
		25		PROVISION OF EXISTING TRAFFIC FORECASTS/MODELING		X	
		30		PROVISION OF EXISTING SURVEYS AND MAPS		X	
		35		PROBLEM DEFINITION (GET & DOCUMENT CONSENSUS ON P&N STATEMENT)		X	
		45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY			X
		50		DISTRICT GEOTECHNICAL INFORMATION SCAN			X
		90		INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
		10		INITIAL ALTERNATIVES DEVELOPMENT (PSR-PDS – DEVELOP ALTERNATIVES)		X	
		05		PUBLIC/LOCAL AGENCY INPUT (PSR-PDS)		X	
		15		ALTERNATIVES ANALYSIS		X	
		05		RIGHT OF WAY ASSESSMENT		X	
		10		UTILITY ASSESSMENT		X	
		15		RAILROAD INVOLVEMENT AND ASSESSMENT		X	
		25		PRELIMINARY MATERIALS REPORT (PSR-PDS PRELIMINARY MATERIALS INFORMATION)		X	
		35		MULTIMODAL CONSIDERATIONS (SEE PRE-PID SCOPING CHECKLIST)		X	
		40		HYDRAULIC ASSESSMENT		X	
		50		TRAFFIC STUDIES (PSR-PDS – PRELIMINARY TRAFFIC ENGINEERING ASSESSMENT)		X	
		55		CONSTRUCTION ESTIMATES (PSR-PDS)		X	
		20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	

		05	INITIAL NOISE STUDY (PSR-PDS – EXISTING NOISE INFORMATION)		X	
		10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT (PSR-PDS – EXISTING HAZARDOUS WASTE INFORMATION)		X	
		15	SCENIC RESOURCE AN LANDSCAPE ARCHITECTURE REVIEW (PSR-PDS – EXISTING SCENIC RESOURCE AN LANDSCAPE INFORMATION)		X	
		30	INITIAL RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES (PSR-PDS – EXISTING RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES)		X	
		50	INITIAL FLOODPLAIN STUDY (PSR-PDS – EXISTING FLOODPLAIN STUDY)		X	
		60	PRELIMINARY PEAR PREPARATION (PSR-PDS)		X	
		65	INITIAL PALEONTOLOGY STUDY (PSR-PDS – EXISTING PALEONTOLOGY)		X	
	25		APPROVE PID [PSR – PDS]	X	X	
		05	DRAFT PID (PSR-PDS – COMPLETE PID)		X	
		20	PID CIRCULATION REVIEW AND APPROVAL (PSR-PDS)	X		
		25	STORM WATER DATA		X	
	35		REQUIRED RIGHT OF ENTRY DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
	40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
	45		BASE MAPS FOR PSR-PDS		X	



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

Minute Action

AGENDA ITEM: 6

Date: February 17, 2012

Subject: Devore Interchange Right-of-Way Cooperative Agreement Amendment

Recommendation:^{*}

1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by \$47,853,825 for a revised Not-To-Exceed Amount of up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds.
2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG' Contracting and Procurement Policy 11000.

Background: **This is an amendment to an existing cooperative agreement.** SANBAG and Caltrans executed agreement number C11103 in June 2011, defining roles and responsibilities for preliminary right of way activities through the project approval/environmental document (PA/ED) phase of the I-15/I-215 Devore Junction Goods Movement Project. This work included right of way engineering and acquisition of open market properties that were common to all proposed design alternatives. This work is ongoing under this Agreement.

Completion of the PA/ED work is anticipated in early 2012 thus consideration and approval of these recommendations at this time will allow the project development team to move uninterruptedly into the next phase of work for this

*

Approved
Mountain/Desert Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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project. This amendment to the Cooperative Agreement identifies Caltrans as the lead agency for this phase; however, due to limited resources, SANBAG will augment the Caltrans staff, as requested by Caltrans, and assist in the execution of some of the work subject to Caltrans review and approval. The specific roles and responsibilities for each agency are defined in the Cooperative Agreement for all remaining right of way scope required for the project, including acquisition of property, utility relocations, railroad coordination, environmental mitigation expenses and all related support efforts.

The funding for this work will be entirely from Measure I 2010-2040 Cajon Pass funds and is consistent with the 10-Year Delivery Plan. The use of Measure funding will allow the right of way activities to start immediately upon completion of PA/ED approval, securing of up to 6 months, since the Federal funds obligations process is unnecessary. Since the right of way work is a critical path in the overall delivery schedule for this design-build project, the ability to gain approximately 6 months in this phase will greatly benefit the project. The estimated cost of \$50,353,825 is based on the estimate for right of way capital and support to acquire easements on over 120 properties including 2 railroads as well as the costs associated with the relocation of numerous utilities through the project area. In addition, through the processing of the environmental clearance documents and discussions with various resource agencies, a number of required mitigation measures have been identified. Most notable is the requirement for acquiring suitable land to replace sensitive habitat areas being impacted for the project. The expenses for these mitigation lands are included in this agreement.

In addition to formalizing roles, responsibilities, and funding, Amendment No. 1 extends the term of the Cooperative Agreement through 2019 which is anticipated to be about 3 years after completion of project construction. The extended duration is required to accomplish all of the necessary tasks including the final resolution of all potential eminent domain cases, disposal of excess land parcels, and final right of way mapping. SANBAG Policy 11000, part V.F. states: "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years."

Staff recommends approval of Amendment No. 1 to Cooperative Agreement C11103 which increases the not-to-exceed amount by \$47,853,825 for a total not-to-exceed funding amount of \$50,353,825 with a contract term through December 31, 2019.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget. Task No. 88012000

Reviewed By: This item will be reviewed by the Major Projects Committee on February 9, 2012 and the Mountain Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 11103 Amendment No. 1

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Right of Way

Board of Director's Meeting Date: 3/7/12
Overview of BOD Action: Approve amendment to cooperative agreement for the balance of the right of way work for the Devore Design-Build Project

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,500,000	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	47,853,825	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	50,353,825	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 50,353,825.00

Contract Start Date 6/1/11	Current Contract Expiration Date 6/30/12	Revised Contract Expiration Date 12/31/19
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Term of the contract has been extended by over 7 years to allow completion of r/w activities		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>880</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY?					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Agreement funding all from Measure I 2010-2040 Cajon Pass funds					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

 _____ Task Manager Signature	 _____ Project Manager Signature
1/31/12 Date	1/31/12 Date
 _____ Chief Financial Officer Signature	 _____ Contracts Manager Signature
1/31/12 Date	Date

RIGHT OF WAY COOPERATIVE AGREEMENT
AMENDMENT - 1 (REPLACEMENT AGREEMENT)

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

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

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and AUTHORITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. The parties hereto entered into Agreement No. 08-1473, on June 16, 2011, setting forth the terms and conditions to define and stipulate their respective responsibilities towards project on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT." In the Agreement the parties stipulated as to their respective Right of Way responsibilities only through the initial PA&ED phase for PROJECT.
3. The parties have almost completed PA&ED phase. Therefore, the parties intend to restate in its entirety Agreement No. 08-1473 through this Amendment No. 1 to Agreement 08-1473, to define and stipulate on the terms of all the Right of Way (R/W) activities including the ones not included in the Original Agreement, as defined here.
4. All defined and stipulated R/W responsibilities assigned in this "Agreement" will be referred to as OBLIGATIONS.
5. Prior to Agreement No. 08-1473, CALTRANS and AUTHORITY prepared and executed the following Project Approval & Environmental Document (PA&ED) Cooperative Agreements: No. 1383, 1383 A/1, 1383 A/2, 1383 A/3, 1383 A/4 and 1383 A/5).

6. CALTRANS is preparing the Environmental Documentation for PROJECT, an Initial Study (IS) to address California Environmental Quality Act (CEQA) requirements and an Environmental Assessment (EA) to address National Environmental Policy Act (NEPA) requirements, as a combined document (IS/EA). The IS/EA is anticipated to be completed and approved by February 2012.
7. R/W will not be acquired until PA&ED is concluded. Should any environmental permits, licenses, agreements, or certifications be needed for the R/W acquisition, those will be obtained prior to acquisition. Any early R/W will be acquired in accordance with 23 CFR 710.503 and CALTRANS Alternatives for R/W Acquisition memo dated July 18, 2007.
8. The estimated date for OBLIGATION COMPLETION is December 31, 2019.
9. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
10. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.
11. The PARTNERS each desire to develop and construct the PROJECT utilizing the DESIGN-BUILD provisions and processes set forth in California Public Contract Code sections 6800 *et seq.*
12. DESIGN-BUILD procurement process is utilized to deliver PROJECT, in which both the final design and construction of a project are procured from a single entity.

RESPONSIBILITIES

13. AUTHORITY is SPONSOR for 100% of PROJECT.
14. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in compliance with State and Federal guidelines, standards, laws and policies and in the best interest of the SHS.
15. CALTRANS will be the “responsible agency for the performance of project development services” as defined under California Public Contract Code Section 6808 and will work with AUTHORITY to acquire R/W required for PROJECT.

16. AUTHORITY may provide IQA for the portions of WORK performed by CALTRANS, outside existing and proposed SHS right of way.
17. CALTRANS will perform REIMBURSED WORK.
18. AUTHORITY is the only FUNDING PARTNER for this agreement. AUTHORITY's funding commitment is defined in the FUNDING SUMMARY.
19. CALTRANS is the CEQA lead agency for PROJECT.
20. CALTRANS is the NEPA lead agency for PROJECT.
21. AUTHORITY is the IMPLEMENTING AGENCY for the R/W activities for PROJECT.
22. AUTHORITY shall manage and maintain all properties acquired pursuant to this agreement until disposed of by AUTHORITY in accordance with all applicable federal and California laws, regulations, and standards, and consistent with all applicable CALTRANS policies and standards.

SCOPE

Scope: General

23. This agreement will cover R/W activities for PROJECT.
24. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
25. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
26. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
27. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary, licensed to perform the tasks assigned to them.
28. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
29. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section

1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

30. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
31. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
32. If any PARTNER discovers unanticipated cultural, biological, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
33. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
34. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
35. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
36. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
37. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AUTHORITY, in concert with the local agency having land use jurisdiction

over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

38. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
39. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
40. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
41. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
42. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
43. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
44. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
45. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
46. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

47. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
49. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
50. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA, and AUTHORITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

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

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

Upon completion of the final audit, PARTNERS have 45 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 45 calendar days of the final audit or dispute resolution findings.

51. Any PARTNER that hires another party to participate in OBLIGATIONS will comply with the *Local Assistance Procedures Manual*.

52. PARTNERS will not incur costs beyond the funding commitments in this agreement.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

53. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS as a PROJECT cost.

54. If WORK stops for any reason, AUTHORITY accepts responsibility to fund and implement applicable commitments and/or conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, in order to keep PROJECT in environmental compliance until WORK resumes.

55. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Environmental Permits, Approvals and Agreements

56. The Environmental Permits for the DESIGN-BUILD phase will be handled outside of this agreement.

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

57. The scope of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

58. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and R/W engineering. All survey and R/W engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

59. AUTHORITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all R/W activities.

60. All R/W deliverables will be monitored for Federal and State compliance prior to approval.
61. CALTRANS' acceptance of R/W title is subject to review of an Updated Preliminary Title Report provided by AUTHORITY verifying that the title is free of all encumbrances and liens. Upon acceptance, AUTHORITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
62. All R/W conveyances must be completed prior to OBLIGATION COMPLETION.
63. The California Transportation Commission will hear Resolutions of Necessity prepared by AUTHORITY and reviewed by CALTRANS.
64. CALTRANS and AUTHORITY will coordinate the identification and location of all utility facilities within PROJECT area as part of the DESIGN-BUILD contract. The DESIGN-BUILD contract for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
65. CALTRANS and AUTHORITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
66. CALTRANS and AUTHORITY will coordinate with railroad owners for CALTRANS review and approval to execute required agreements within PROJECT area as part of the DESIGN-BUILD contract.
67. Any change to the R/W requirement maps will require approval of PARTNERS.

COST

Cost: General

68. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
69. CALTRANS, independent of PROJECT, will pay or cause to be paid all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
70. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

71. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
72. The cost to comply with and implement the commitments set forth in the environmental documentation approved for PROJECT, for the duration this agreement is in effect, is an OBLIGATIONS COST.
73. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
74. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
75. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
76. Independent of OBLIGATIONS COST, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
77. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
78. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
79. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

80. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
81. If any PARTNER reimburses another PARTNER for any costs later determined to be unallowable, the PARTNER that received the reimbursement will reimburse those funds.

82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

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

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

85. PARTNERS will pay invoices within 30 calendar days of receipt of acceptable invoice.

Cost: Environmental Permits, Approvals and Agreements

86. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

87. AUTHORITY will pay resource agencies directly for permits.

Cost: DESIGN-BUILD

88. The cost of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Cost: Right of Way (R/W) Support

89. AUTHORITY shall perform R/W support work assigned to it under the SCOPE SUMMARY at its own costs and is outside the scope of the FUNDING SUMMARY.

90. Each PARTNER listed below may submit invoices for R/W Support:
 - CALTRANS may invoice AUTHORITY
91. CALTRANS will be reimbursed for REIMBURSED WORK.
92. CALTRANS will invoice AUTHORITY for a \$50,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated REIMBURSED WORK.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for actual costs of R/W activities to AUTHORITY based on the prior month's actual expenditures.

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

Cost: Right of Way (R/W) Capital

93. PARTNERS will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
94. All excess land acquired in the State's name will be transferred to the AUTHORITY no sooner than legal ownership is achieved.
95. Prior to PA&ED, AUTHORITY will pay property owners directly to acquire right of way through Open Market Transaction in accordance with 23 CFR 771.117 and all other applicable federal and state regulations, and consistent with all applicable CALTRANS policies and procedures. Any parcels acquired prior to PA&ED would be agreed to by PARTNERS and would be common parcels to all alternatives.
96. After PA&ED, AUTHORITY agrees to perform R/W activities in the SCOPE SUMMARY and to comply with the Uniform Act and other State and Federal requirements as appropriate. AUTHORITY will pay property owners directly or through escrow or condemnation accounts for all required property identified in the agreed upon R/W requirements for the selected project build alternative.
97. AUTHORITY will pay property owners and utility owners by direct pay per approval of invoices by CALTRANS and AUTHORITY.

SCHEDULE

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

GENERAL CONDITIONS

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

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

103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents 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 CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under this agreement.

104. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
106. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
107. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
108. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
109. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
110. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

111. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
112. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.
113. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
114. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
115. PARTNERS will execute a formal written amendment if there are any changes to this agreement.
116. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

117. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

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

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

DESIGN-BUILD – A project delivery process in which both the final design and construction of a project are procured from a single entity as set forth in California Public Contract Code sections 6800 *et seq.*

FHWA – Federal Highway Administration

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

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

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

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

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

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to design and construct a project for improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC.

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

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

PROJECT COST – See COST.

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

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

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

REIMBURSED WORK - Activities identified against CALTRANS in the SCOPE SUMMARY.

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

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

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

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

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

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

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Jesus Paez, Project Director
464 West 4th Street, 6th Floor, (MS-1164)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6314
Email: jesus.paez@dot.ca.gov

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

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
Larry McCallon
Board President

Date: _____

Date: _____

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Board Clerk

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
Counsel

CONCURRENCE

By: _____
Kathleen Murphy-Perez
Contracts Manager

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development			X
		05			Updated Project Information			X
		10			Surveys and Photogrammetric Mapping for Design			X
		15			Preliminary Design			X
		20			Engineering Reports			X
			35		Updated Transportation Management Plan for Design Phase			X
		25			Right of Way Requirements Determination			X
			05		Project Review with Affected Agencies			X
			10		Fee and Easement Requirements Determination			X
			15		Right of Way Requirements Maps			X
			20		Final Railroad Involvement Determination			X
			25		Water Well Abandonment Needs Determination			X
			30		Utility Conflict Maps			X
		30			Structure Site Plans			X
			10		Site Plans for Bridges and Structures			X
			15		Site Plans for Retaining Walls and Non-Standard Earth Retention Systems			X
			20		Site Plans for Soundwalls on Retaining Systems or Structures			X
			25		Site Plans for Pumping Plants			X
			30		Site Plans for Special-Design Culverts			X
			99		Other Structure Site Plan Products			X
		99			Other Base Map and Plan Sheet Products			X
4	100				Project Management	X		
		25			Project Management- Right of Way Component	X		
			10		Right of Way Component Execution and Control	X		
			15		Right of Way Component Close Out	X		
4	195				Right of Way Property Management and Excess Land		X	
		40			Property Management		X	
			05		Fair Market Rent Determinations (Residential)		X	
			10		Fair Market Rent Determinations (Non-Residential)		X	
			15		Regular Property Management		X	
			20		Property Maintenance and Rehabilitation (Rentable Property)		X	
			25		Property Maintenance and Rehabilitation (Non-Rentable Property)		X	
			30		Hazardous Waste and Hazardous Materials		X	

		35	Transfer of Property to Clearance Status		X	
		99	Other Property Management Products		X	
	45		Excess Land		X	
		05	Excess Lands Inventory		X	
		10	Excess Land Appraisal and Public Sale Estimate		X	
		15	Government Code Section 54235 Administration		X	
		20	Property Disposal of Units Up to \$15,000		X	
		25	Property Disposal of Units Between \$15,001 and \$500,000		X	
		30	Property Disposal of Units Over \$500,000		X	
		35	CTC and AAC Coordination	X	X	
		99	Other Excess Land Products		X	
4	200		Utility Relocation		X	
		15	Approve Utility Relocation Plan		X	
		20	Utility Relocation Package		X	
		25	Utility Relocation Management		X	
		30	Utility Close Out		X	
		99	Other Utility Relocation Products		X	
3	205		Permits, Agreements during PS&E Component	X	X	
		05	Required permits			X
		10	Permits			X
		15	Railroad Agreements		X	
		05	Plan Approval		X	
		10	Special Provisions and Insurance Clauses		X	
		15	Service Contract for Railroad Services		X	
		20	Construction and Maintenance Agreement		X	
		25	PUC Exhibits and Application		X	
		95	Other Railroad Agreement Products			X
		25	Agreement for Material Sites			X
		30	Executed Maintenance Agreement			X
		45	MOU From Tribal Employment Rights Office (TERO)			X
		55	NEPA Delegation	X		
4	220		Right of Way Engineering	X		
		05	Existing Land Net	X		
		05	Existing Records	X		
		10	Land Net Survey	X		
		25	Monumentation Perpetuation Record of Survey	X		
		10	Land Net Map	X		
		15	Right of Way Maps	X		
		05	Appraisal Map	X		
		95	Other Maps	X		
		20	Acquisition Documents	X		
		05	Deeds	X		
		15	Resolution of Necessity Package	X		
		25	Documents to Convey Property Rights	X		
		05	Director's Deed Package	X		
		95	Other Deeds and Documents	X		
		35	Field Located Right of Way	X		
		05	Flagged Right of Way	X		

			10	Staked Right of Way	X		
4	225			Obtain Right of Way Interests for Project Right of Way Certification	X	X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Demo and Clearance		X	
		80		Right of Way Condemnation	X		
	245			Post Right of Way Certification Work		X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Clearance		X	
		80		Right of Way Condemnation	X		
3	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste			X
		05		Environmental Mitigation			X
			05	Historical Structures Mitigation			X
			10	Archaeological and Cultural Mitigation			X
			15	Biological Mitigation			X
			20	Environmental Mitigation Right of Way Work			X
			25	Paleontology Mitigation			X
			99	Other Environmental Mitigation Products			X
		10		Detailed Site Investigation for Hazardous Waste			X
			05	Right or Permit for Hazardous Waste Site Investigations			X
			10	Hazardous Waste Sites Survey			X
			15	Detailed Hazardous Waste Site Investigation			X
		15		Hazardous Waste Management Plan			X
		20		Hazardous Waste Plans, Specifications, and Estimates			X
		25		Hazardous Waste Clean-Up			X
		30		Hazardous Substances Disclosure Document (HSDD)			X
		35		Long Term Mitigation Monitoring			X
		40		Right of Way CTC Appearance Review Process 1 and 2 Updated Environmental Commitments Record			X
		45		NEPA Delegation			X
3	240			Draft Structures Plans, Specifications, and Estimates			X
4	245			Post Right of Way Certification Work			X
		50		Parcel and Project Documentation			X
		60		Right of Way Appraisals			X
		65		Right of Way Acquisition			X
		70		Right of Way Relocation Assistance			X
		75		Right of Way Clearance			X
		80		Right of Way Condemnation			X
3	250			Final Structures PS&E Package			X
		50		Project Review			X
		55		Final Structure Plans			X

		60		Final Structure Special Provisions and Cost Estimate			X
3	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package			X
		05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package			X
		10		Updated Plans, Specifications, and Estimates Package			X
			05	Updated Roadway Plans, Specifications, and Estimates			X
			10	Updated Highway Planting Plans, Specifications, and Estimates			X
			15	Updated Traffic Plans, Specifications, and Estimates			X
			20	Updated Hydraulic Plans, Specifications, and Estimates			X
			25	Updated Technical Reports			X
			30	Updated Utility Plans, Specifications, and Estimates			X
			35	Updated Electrical Plans, Specifications, and Estimates			X
			99	Other Updated Plans, Specifications, and Estimates Products			X
		15		Environmental Re-Evaluation			X
		20		Final District Plans, Specifications, and Estimates Package			X
			05	Reviewed Plans for Drafting Standards Compliance			X
			10	Final Structures Specifications and Estimate Incorporated Into Final District Plans, Specifications, and Estimates			X
			15	Request for Funds			X
		25		Geotechnical Information Handout			X
		30		Materials Information Handout			X
		35		Construction Staking Package and Control			X
		40		Resident Engineer's Pending File			X
		45		NEPA Delegation			X
		50		Secured Lease for Resident Engineer Office Space or Trailer			X
		55		Contractor Outreach			X
		65		Right of Way Certification Document			X
		70		Right of Way Engineering Products			X
		75		Upgraded/Updated Right of Way Certification Document			X
		95		Right of Way Certification Activity			X
3	260			Contract Bid Documents Ready to List			X
3	265			Awarded and Approved Construction Contract			X
	300			Final Right of Way Engineering	X		
		05		Right of Way Monumentation	X		
		10		Trial Exhibits and Testimony	X		
		25		Relinquishment and Vacation Maps	X		
		30		Deed Package for Excess Land Transactions	X		
		32		Deed Package for Excess Land Transactions Approval	X		
		35		Right of Way Record Map	X		

08-SBD-15- 14.0/R16.4
 08-SBD-215- 16.0/17.8
 EA: 0K710
 District Agreement 08-1473 A/1
 Project Number 0800000366

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	RW Capital (Mitigation)	RW Capital	R/W Support Reimbursed	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Measure I	\$16,690,000	\$25,111,000	\$1,535,825	\$1,535,825	\$41,801,000	\$43,336,825
LOCAL	AUTHORITY	Utility Companies		\$7,017,000			\$7,017,000	\$7,017,000
		Subtotals by Component	\$16,690,000	\$32,128,000	\$1,535,825	\$1,535,825	\$48,818,000	\$50,353,825



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

Minute Action

AGENDA ITEM: 7

Date: February 17, 2012

Subject: I-15/Ranchero Road Interchange Funding Plan

- Recommendation:***
1. Approve an allocation of \$7,479,000 in State Transportation Improvement Program (STIP) funds; \$15,575,582 in Surface Transportation Program (STP) funds; \$10,538,655 in Major/Local Highway (MLH) funds; and \$10,538,655 in State/Local Partnership Program (SLPP) funds to the I-15/Ranchero Road Interchange project in the City of Hesperia.
 2. Direct SANBAG staff to negotiate a new project funding agreement with the City of Hesperia to replace Cooperative Agreement C08156 to provide for the Development Impact fair share of the project costs.

Background: In February 2008, SANBAG and the City of Hesperia entered into a Cooperative Agreement (C08156) to cover the funding arrangements for the I-15/Ranchero Interchange project. That agreement called for SANBAG to provide up to \$8,598,000 from Measure I Major /Local Highway funds and \$7,979,000 from STIP funds to cover the public share of funding for the project. The remainder of the funding was to be provided by the City of Hesperia to cover the Development Impact share as spelled out in the approved Nexus Study.

Since that agreement was approved, conditions have changed that make it impossible to proceed with the project under the current funding plan.

*

	<p><i>Approved</i> Mountain/Desert Committee</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	CTC	X	CTA	X	SAFE	CMA	
-----	-----	---	-----	---	------	-----	--

Check all that apply.
 MDC1202a-dab

These changed conditions are the evaporation of developer impact fees due to the recession and the elimination of redevelopment agencies.

At the same time, positive developments have occurred that provide alternatives that could make the project possible. These positive developments are a good construction bidding environment and an influx of state and federal transportation funds into the Victor Valley subarea.

Since this project has been identified as a priority project in the recently adopted 10 Year Delivery Plan, SANBAG staff is recommending that a new funding plan be developed to take advantage of the positive circumstances and allow this project to move forward. Staff is requesting that the Board approve the allocation of public funds to this project as detailed below:

Funding Source	Amount
State Transportation Improvement Program (STIP)	\$7,479,000
Surface Transportation Program (STP)	\$15,575,582
Major/Local Highways Program (MLH)	\$10,538,655
State/Local Partnership Program (SLPP)	\$10,538,655
TOTAL	\$44,131,892

By approving these allocations, SANBAG will be providing more than the public share as defined in the Nexus Study. SANBAG would be fronting a portion of the development impact share. Measure I does require that a development fair share be paid to help fund projects. To account for this, SANBAG staff is recommending that SANBAG enter into a new funding agreement with Hesperia to establish the conditions of this "loan" of public share dollars to cover a portion of the development impact share. Currently the amount that would be loaned is estimated at \$20,584,696. This new funding agreement will be negotiated between Hesperia and SANBAG and brought back to the Board for review and approval. In negotiating the new agreement, SANBAG will insure that it will still be able to meet its funding obligations for the other priority projects approved in the 10 Year Delivery Plan for the Victor Valley subarea.

While the Board is being asked to approve this funding plan, there is a strong possibility that it may have to be adjusted in a few months due to an opportunity for additional funds under the Corridor Mobility Improvement Account (CMIA). The I-15/Ranchero Road Interchange project was one of the original projects that applied for CMIA funds. The project did not receive any funding then. Now there are savings in the CMIA fund due to low bids throughout the state and this project is an excellent candidate to receive funds due to its state of readiness. A request is being made to the California Transportation Commission (CTC) to award \$24,400,000 in CMIA funds to this project. If this request is successful

and the CTC grants the request, then more funds will become available for other projects in this subarea.

Financial Impact: This item is not consistent with the adopted FY 2011/2012 budget. An initial allocation of \$100,000 from the Victor Valley Major/Local Highways program and a budget amendment to increase a new Task 0890 will be required for anticipated work during the rest of this Fiscal Year. All remaining funds will be included in subsequent budget years.

Reviewed By: This item will be reviewed by the Mountain/Desert Committee on February 17, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services



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

Minute Action

AGENDA ITEM: 8

Date: February 17, 2011

Subject: Interstate 15/Ranchero Road Interchange Project

- Recommendation:***
1. Establish a new task number 0890 for the Interstate 15/Ranchero Road Interchange Project and budget \$100,000 of Measure I Victor Valley Major Local Highway funds.
 2. Authorize staff to release Request for Proposal (RFP) No. C12218 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Interstate 15/Ranchero Road Interchange Project.

Background: **This is a new task.** The City of Hesperia has been leading the project development effort on the Interstate 15(I-15)/Ranchero Road Interchange project which includes the realignment of the adjacent frontage roads identified as Mariposa Road and Caliente Road frontage roads. Final Design and Right-of-Way acquisition are nearing completion, but the project has been stalled due to funding concerns.

In 2011 the California Transportation Commission (CTC) had a call for projects that could utilize Corridor Mobility Improvement Account (CMIA) savings. In May 2011 the Board approved nomination of several projects, including the I-15/Ranchero Road Interchange project, in a priority order. The I-15/Ranchero

*

Approved
 Mountain/Desert Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

MDC 1202a-mb

Attachments: RFP 12218

Road interchange project qualified for CMIA funding, but due to funding limitations the CTC was unable to approve SANBAG's request for \$24.35 million in CMIA funds.

In early February 2012, Caltrans made SANBAG aware of the availability of \$97M in CMIA funding. To secure the funding, the project must be ready for construction by the May or at the very latest, the June CTC meeting for allocation of the construction funding. Prior to the CMIA funds being programmed, the CTC wants to be ensured assurance that such project can be brought forward to the CTC in this time frame. As a result, the City of Hesperia, Caltrans, and SANBAG staff initiated discussions regarding the potential to deliver the I-15/Ranchero Road Interchange Project to secure the recently identified CMIA savings. In consultation with these agencies, and with the intention of securing these CMIA funds for the Project, a list of tasks that need to be completed and the related schedule has been developed. The tight schedule does not provide enough time for the project to go through Caltrans' process to award the contract. Therefore staff recommends that SANBAG take the lead of advertising, awarding, and administrating (AAA) the project. Due to the tight time frame the procurement process for a construction management consultant needs to start before we have cooperative agreements with the City of Hesperia and Caltrans, which is not the normal process for SANBAG. The consultant will provide construction management, material testing, construction surveying and public outreach services. The cooperative agreements, which will define the roles of the parties, will be brought forward for Board approval in the next few months.

A new SANBAG task number needs to be established for the I-15/Ranchero Road Interchange project. Recommend assigning Task Number 0890 to the project and budgeting an initial amount of \$100,000 of Measure I Victor Valley Major Local Highway funds. A budget amendment will be brought forward for the Board's consideration when the cooperative agreements are brought for approval which will include the funding for the construction phase.

Financial Impact: This item is not consistent with the 2011/2012 Fiscal Year budget. A new task needs to be established (Task 0890) and \$100,000 of Measure I Victor Valley Major Local Highway funds needs to be budgeted.

Reviewed By: This item will be reviewed by the Mountain/Desert Committee on February 17, 2012. SANBAG's Legal Counsel and Contracts Manager have approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**ATTACHMENT A
SCOPE OF SERVICES**

CONTRACT NO: C12218

San Bernardino Associated Governments

INDEX

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 - 3. Project Administration
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 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
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 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
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- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
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- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Interstate 15 /Ranchero Road Interchange Project ("Project"), which is anticipated to go out to bid in mid-2012. The CONSULTANT will provide construction management, materials testing and construction surveying for the Project. A description of the Project is given below.

Interstate 15/ Ranchero Road Interchange Improvement Project

This project proposes to connect Mariposa Road and Caliente Road to I-15 with a full-service interchange. Ranchero Road would consist of three through lanes in each direction along with additional turn lanes at the proposed freeway ramp connections and intersections with two realigned frontage roads. The project will also include utility relocations, flood control improvements, traffic and signal and ramp metering, grading, drainage modifications, signing and striping, and traffic handling,

The Authority intends to advertise, award and administer one construction contract for this interchange project. The successful consultant firm will provide the construction management and support services requested in this RFP.

CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe
Director of Project Delivery

SANBAG has designated a Construction Manager 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 Construction Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: 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. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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.

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 prior 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 perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's materials testing personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other

factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

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

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide

by SANBAG.

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, design engineer, Caltrans, County and City staff, 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 Contractor, SANBAG, local agencies, 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 provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. 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.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. 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.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively 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 proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure 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 Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.

- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- 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 ensure that appropriate City and local agencies are notified and present 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, Caltrans Erosion Control and Highway Planting requirements, and safety standards. 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 Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly 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, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection 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) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) 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.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and

abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

- a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

i. LOCAL AGENCY

- ii. SANBAG Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG will coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG will coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- e) Prior to construction, SANBAG, the LOCAL AGENCY and CONSULTANT will put on an Open House Community Meeting to highlight the Project details to the general public. Information about Project schedule, construction staging, detours, funding, etc. will be highlighted at this meeting. Project team members will be present to help field questions about the Project.
- f) Just prior to the selection of a construction contractor, SANBAG and CONSULTANT (includes all PR subs) will coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT will coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and

maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.
- d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate

with SANBAG and the design engineer to ensure that necessary permits are obtained. 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 based on the Contractor submitted baseline schedule update. 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, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid 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

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by

SANBAG's Construction Manager.

- 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 SANBAG with monthly 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, Local Agencies, 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 ten (10) working days after acceptance by SANBAG of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
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.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control

- 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
- 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
 - 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
 - 4) Other—As specified in the survey request.

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 flashing yellow lights, either permanently or temporarily affixed.
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).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:

Data processing systems shall include hardware and software to:

 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.

- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, 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. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable

weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. 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.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. 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 the 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, City or County 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.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. 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 are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager
 - a. A minimum of six (6) years' project management experience on similar construction projects is desired.
 - 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:
 - 1) Review, monitor, train, and provide general direction for

- CONSULTANT personnel.
- 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- 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. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- 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 Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

- 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
- 2) Assign field personnel to specific project tasks.
- 3) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- 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. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.

- b. Knowledge of construction practices, physical characteristics and properties of 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. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- 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 bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- 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:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
 - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- 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 is desired.
- 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, retaining wall 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.
- g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans,

specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- 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.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) 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.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.

- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The materials testing project manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:
 - 1) CONSTRUCTION TECHNICIAN I
 - a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

- ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

- i. Knowledge of tools, equipment and vehicles utilized in construction.
- ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
- iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental

jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.



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

Minute Action

AGENDA ITEM: 9

Date: February 9, 2012

Subject: Allocation Planning Proposal for Fiscal Year 2012-2013.

Recommendation:* Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013.

Background: The Measure I 2010-2040 Strategic Plan established an annual process for the assignment of Measure I 2010-2040 funds to programs and projects contained in the Measure I Expenditure Plan. The process entails the identification of needs, fund apportionment/allocation, and fund expenditure. A comprehensive explanation of the process can be found within the Measure I 2010-2040 Strategic Plan beginning on page IV-5.

SANBAG staff is engaged in the allocation planning process for Fiscal Year 2012-2013. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. The allocation planning process has been made considerably easier for Fiscal Year 2012-2013 by completion of the 10-Year Delivery Plan. The capital project budget is based on the Fiscal Year 2012-2013 "slice" from the 10-Year Plan.

A consideration for the Fiscal Year 2012-2013 budget is that the Measure I revenue estimate of \$122 million approved by the SANBAG Board in December 2011 is approximately \$5.3 million higher than the forecast of Measure I revenue used for the same fiscal year in the 10-Year Plan. In addition, State and federal revenue assignments to projects have been modified. Table 1 shows the Measure

*

	<p><i>Approved</i> Mountain/Desert Committee</p> <p>Date: _____</p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>
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COG		CTC		CTA	X	SAFE		CMA	
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I revenue estimates by subarea for Fiscal Year 2012-2013, excluding the 1% of funds typically allocated to SANBAG administration.

Table 1
Estimate of Measure I revenue by subarea for Fiscal Year 2012-2013
(Excludes 1% of funds typically allocated to SANBAG administration)

Subarea	Estimated Revenues in (\$1000s)*	% of Total
Cajon Pass**	\$ 3,385	2.80%
Valley	\$ 95,800	79.32%
Victor Valley	\$ 13,650	11.30%
Colorado River	\$ 233	0.19%
Morongo Basin	\$ 2,234	1.85%
Mountains	\$ 1,811	1.50%
North Desert	\$ 3,668	3.04%
Total	\$ 120,780	100.00%

* Omits funds typically allocated to administration (1%)

**Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

Although this new revenue information does not materially change the project schedules that have been documented in the 10-Year Plan, adjustments have been made in the capital project funding needs projected for the Fiscal Year 2012-2013 budget. These allocation plans could be further affected by State and federal funding developments over the next several months, prior to the approval of the budget. Therefore, the allocation proposals contained in this agenda item should be considered tentative until the budget is approved.

Listing of Capital Projects

The capital projects and phases for which Measure I, State, or federal funds will be expended for Fiscal Year 2012-2013 are listed in Table 2. The list is a snapshot of the SANBAG project activity during the fiscal year. The table is organized by Measure I subarea and program. Only projects to be referenced in the SANBAG budget are listed. Allocations of Measure I to locally-managed arterial projects are not listed, but are discussed in the next section of this agenda item. Allocations to Local Street "pass-through" programs are not listed, nor are other programs that have no specific capital projects identified. In addition, certain projects are being anticipated to be advanced by local funds in Fiscal Year 2012-2013, with participation by SANBAG in subsequent years. It should be

noted that the estimate of Measure I dollars in Table 2 represents the current estimate of actual cash flow need for the fiscal year. However, State and federal funds may include funds programmed for multiple years. The I-15/I-215 (Devore) interchange is an example of this.

Because circumstances can change and unexpected funding opportunities can present themselves, the assignment of funds may need to be adjusted during the fiscal year. Transportation funding has been highly dynamic over the last several years, and this is expected to continue well into the future.

Table 2. List of Projects and Phases for which Activity is Expected in Fiscal Year 2012-2013
 (Note: Total funding amount may show multiple years, where State/Federal funds are involved – funding estimates are tentative and may be modified by project-specific budgeting)

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Cajon Pass Program		
I-15 and I-215 Expansion (Devore)	4. Right of Way	33.6 Total(29.4MI)
I-15 and I-215 Expansion (Devore)	5. Construction	245.0(0.9)
Valley Freeway Program		
I-10 HOV/HOT Project Development	2. PA&ED	4.1(2.1)
I-215 Bi-County HOV Gap Closure	5. Construction	139.1(18.8)
I-215 and Barton Road	3. PS&E	0.6(0.6)
I-215 and Barton Road	4. Right of Way	18.3(0.9)
I-215 and Mt Vernon/Washington	3. PS&E	0.2(0.2)
I-215 and Mt Vernon/Washington	4. Right of Way	6.1(6.1)
SR-210 Highland to I-10	2. PA&ED	1.8(1.8)
Valley Freeway Interchange Program		
Project Advancement Allocation	See Table 3	
I-10 and Cherry Avenue	5. Construction	17.0(7.2)+Local\$
I-10 and Citrus Avenue	5. Construction	8.1(0.0)+Local\$
I-10 and Tippecanoe Avenue	4. Right of Way	1.8(0.6)
I 10/Cedar IC	3. PS&E	Local \$
I 215/University Parkway IC	2. PA&ED	Local \$
I-15 Baseline Interchange Improvements	5. Construction	2.8(0.0)+Local\$
SR-210 / Baseline Road IC	2. PA&ED	Local \$
SR-60 Central Ave IC	3. PS&E	Local \$

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Valley Major Streets - Grade Separation Sub-program		
Glen Helen Parkway Grade Separation	4. Right of Way	0.7(0.7)+Local\$
Glen Helen Parkway Grade Separation	5. Construction	7.6(1.2)+Local\$
Hunts Lane and UP	4. Right of Way	0.1(0.1)
Hunts Lane and UP	5. Construction	0.3(0.3)
Palm Ave Grade Separation	3. PS&E	0.3(0.2)+Local\$
Palm Ave Grade Separation	4. Right of Way	0.6(0.4)+Local\$
Palm Ave Grade Separation	5. Construction	9.1(0.4)+Local\$
South Milliken Ave and UP	4. Right of Way	0.4(0.4)+Local\$
North Vineyard Ave. and UP	3. PS&E	0.9(0.7)+Local\$
North Vineyard Ave. and UP	4. Right of Way	4.4(3.5)+Local\$
North Vineyard Ave. and UP	5. Construction	31.1(0.6)+Local\$
Laurel Ave and BNSF	4. Right of Way	0.7(0.6)+Local\$
Laurel Ave and BNSF	5. Construction	13.0(0.4)+Local\$
Valley Major Streets - Arterial Sub-program		
Arterial and Project Advancement Allocations	See Table 3	
Valley Metrolink/Rail Program		
Commuter Rail Operating Expenses	6. Other	2.0(2.0)
Metrolink Extension	6. Construction	4.1(4.1)
Redlands Rail	2. PA&ED	4.5(4.5)
Redlands Rail	3. PS&E	3.1(0.0)
Metrolink Extension	4. Right of Way	3.3(0.0)
Metrolink Extension	5. Construction	23.1(2.4)
Valley Express Bus/Bus Rapid Transit Program		
E Street sbX allocation	5. Construction	State/Fed\$ thru Omnitrans budget
Valley Transportation Management Systems		
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.2(0.2)
Call Box System	5. Construction	0.2(0.2)
Intelligent Transportation System	5. Construction	0.1(0.1)
Clean Fuels Implementation	6. Other	0.3(0.2)
Victor Valley Major/Local Highways		

Project	Phase	Anticipated Expenditure for FY 12/13 (\$Millions) Total\$(Measure I\$)
Program		
I-15/La Mesa Road-Nisqually Road Interchange	5. Construction	20.5(4.5)+Local\$
Yucca Loma Corridor - Mojave Bridge	5. Construction	19.3(0.5)+Local\$
I-10 Route 15 Ranchero Road Interchange Construction	5. Construction	21.4(4.3)+Local\$
Yucca Loma Corridor (Yates and Green tree)	5. Construction	4.0(4.0)+Local\$
US-395 Interim widening	3. PS&E	3.5(0.0)
US-395 Interim widening	4. Right of Way	2.6(0.1)
Phelan Rd or unincorporated	5. Construction	2.5(2.5)
Victor Valley Transportation Management Systems		
High Desert Corridor	2. PA&ED	0.2(0.2)
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.1(0.1)
Call Box System	5. Construction	0.02(0.02)
North Desert Major/Local Highways Program		
Lenwood Road/BNSF Grade Separation	4. Right of Way	0.2(0.2)
Lenwood Road/BNSF Grade Separation	5. Construction	19.4(0.3)

Allocation Proposal for Valley Arterials and Project Advancement Programs

One of the additional allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street/Arterial Sub-program and both the Valley Freeway Interchange and Valley Major Street Project Advancement Agreement (PAA) Programs. For the first two years of Measure I 2010-2040, the Valley PAA programs were allocated 40% of the projected Measure I revenue for those programs. This is proposed to continue in Fiscal Year 2012-2013 for the Interchange Program, but a departure from that percentage is proposed for the Major Street PAA Program, as described below.

SANBAG staff has conducted an analysis of the invoicing of projects for the Valley Major Street/Arterial Subprogram and has found that invoicing for Fiscal Year 2010-2011 and for the first six months of Fiscal Year 2011-2012 represents only about 15 percent of the Measure I funds that have been allocated. Discussions with the Transportation Technical Advisory Committee (TTAC) have

indicated that there may be several reasons for this: project schedules may have slipped due to issues faced in project development; the local development share funding may not be available given the economic conditions; or jurisdictions are waiting to proceed with their larger projects until more funding has been accumulated.

SANBAG staff presented a proposal to the TTAC at its meetings on both January 9 and January 30 to add the un-invoiced arterial allocations for FY 2010-2011 to the proposed allocation for the Major Street PAA Program for Fiscal Year 2012-2013. Jurisdictions were provided with an opportunity to inform SANBAG staff of forthcoming invoices through the end of Fiscal Year 2011-2012, and these forecasts of pending invoices were taken into consideration.

The benefit of this proposal is that the PAA reimbursements to local jurisdictions can proceed more quickly, with the expectation that the reimbursements could be applied to the delivery of additional projects in each of those jurisdictions. Concern was expressed by several jurisdictions that this action may put their future allocations at risk or delay access to those allocations. However, the Measure I Strategic Plan contains several protections:

- Jurisdictions are guaranteed an “equitable share” of the arterial program funds over the life of the Measure. The equitable share is based on the public share of the project need as defined in the Development Mitigation Nexus Study.
- The funds are not being used by another program, but are being retained within the Valley Major Street Program.
- If additional allocations are required to meet arterial (non-PAA) project needs in subsequent years, the PAA reimbursements can be allocated less than 40 percent during those years until the full arterial allocation is replenished.
- Mid-year adjustments to allocations among jurisdictions could be approved, if necessary, taking advantage of unused allocations or delayed invoicing.

The specific proposal for allocation of Measure I Valley Interchange and Arterial Sub-program funds for the Fiscal Year 2012-2013 budget is shown in Table 3. The PAA allocation for the Major Street program reflects an increase of \$4,258,470 over what would have otherwise been allocated (approximately \$8.3 million). This will enable SANBAG to go farther down the chronological list of vendor invoices to be reimbursed. The total allocation to Valley arterials is proposed as \$4,176,710. The arterial allocation would have been approximately \$8.4 million without subtracting the additional allocation to the PAA program.

The arterial allocation reflects the adjustment of the split between the railroad grade separations and the arterials to 33%/67%, per the 10-Year Delivery Plan and associated change to Strategic Plan policy.

The cumulative allocations shown in the table represent a summation of the allocations for the first three years of Measure I 2010-2040. Each jurisdiction will have access to the cumulative total, minus what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. This more detailed table has been reviewed with the TTAC.

Table 3. Proposed Allocation of Valley Major Street/Arterial Sub-program funds and Measure I funds for Valley Project Advancement Programs

Jurisdiction	Arterial Equitable Share	FY 10/11 Allocation	FY 11/12 Allocation	Proposed FY 12-13 Allocation	Proposed Cumulative Allocation Through FY 12-13
Chino	7.60%	\$482.68	\$638.40	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$52.10	\$420.88
Fontana	19.50%	\$1,238.45	\$1,638.00	\$786.17	\$3,662.62
Grand Terrace	1.40%	\$88.91	\$117.60	\$29.18	\$235.69
Highland	6.80%	\$431.87	\$571.20	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$434.90	\$2,249.27
Rancho Cucamonga	5.10%	\$323.90	\$428.40	\$430.19	\$1,182.49
Redlands	4.90%	\$311.20	\$411.60	\$102.12	\$824.92
Rialto	3.90%	\$247.69	\$327.60	\$81.28	\$656.57
San Bernardino	7.90%	\$501.73	\$663.60	\$164.65	\$1,329.98
Upland	2.30%	\$146.07	\$193.20	\$47.94	\$387.21
Yucaipa	6.00%	\$381.06	\$504.00	\$506.11	\$1,391.17
County	12.90%	\$819.28	\$1,083.60	\$1,088.14	\$2,991.02
Total	100.00%	\$6,351.00	\$8,400.00	\$4,176.71	\$18,927.72
PAA Maj. St. Alloc.		\$5,293.00	\$6,970.00	\$12,533.25	\$24,796.25
PAA Interchg Alloc.				\$4,215.20	\$4,215.20

It should also be noted that the allocation proposal includes additional funding for the PAA and arterial programs resulting from the excess revenue from the sales tax that was received in Fiscal Year 2010-2011 over and above what was allocated for that year. The actual revenue came in higher than the estimate, and this increment has been added to the proposed allocation for Fiscal Year 2012-2013.

In addition to the Valley PAA programs, funds are being reserved for reimbursement of the City of Hesperia's PAA for the I-15/Ranchero interchange. The estimate of allocation for that purpose is \$682,500, representing 20 percent of the Measure I funds forecast for the Victor Valley Major Local Highways Program.

It should be recognized that the Measure I Strategic Plan anticipated, and made provision for, the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions, following the ebb and flow of local jurisdiction project delivery. This was designed to optimize the use of the available funds for the Major Street Program, while providing assurances that each jurisdiction would receive its equitable share. The objective is to put the funds to work, not retain them in SANBAG accounts. One of the main principles of the Strategic Plan is expediting project delivery. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

Financial Impact: Preparation of these analyses is consistent with the Fiscal Year 2011/2012 SANBAG Budget, Task No. 51512000.

Reviewed By: This item was received by the Major Projects Committee on February 9, 2012, and will be reviewed by the Mountain/Desert Committee on February 17, 2012.

Responsible Staff: Steve Smith, Chief of Planning

Allocation Planning Proposal for the Measure I Major Street/Arterial Program for FY 2012-2013 (Dollars are in \$1,000s)
 Draft, for discussion at the Transportation Technical Advisory Committee on January 30, 2012
 Reflects responses to SANBAG e-mail of January 11, 2012 requesting a forecast of arterial invoicing through FY 11-12

Reflects responses to SANBAG e-mail of January 11, 2012 requesting a forecast of arterial invoicing through FY 11-12

A. Jurisdiction	B. Equitable Share	C. FY 10/11 Allocation	D. FY 11/12 Allocation	E. Cumulative Allocation (Total of Both Years)	F. Invoicing to Date, plus Forecast through FY 11-12, up to FY 10/11 Balance)	G. FY 10/11 Balance	H. Cumulative Balance, FY 10/11 Plus FY 11/12	I. FY 12-13 Allocation "by formula" (67% of Major FY 10-11 Funds*)	J. FY 12-13 Allocation with Supplemental FY 10-11 Funds*	K. Cumulative Allocation Through FY 12-13 (w/o adjustments) (E plus J)	L. Proposed FY 12-13 Allocation (J minus G) (Amt. to be budgeted)	M. Proposed Cumulative Allocation Through FY 12-13 (E plus K)
Chino	7.60%	\$482.68	\$638.40	\$1,121.08	\$ -	\$482.68	\$1,121.08	\$585.38	\$641.07	\$1,762.15	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$324.52	\$ -	\$139.72	\$324.52	\$169.45	\$185.57	\$510.09	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$368.78	\$ -	\$158.78	\$368.78	\$192.56	\$210.88	\$579.66	\$52.10	\$420.88
Fontana	19.50%	\$1,238.45	\$1,638.00	\$2,876.45	\$ 379.76	\$858.69	\$2,496.69	\$1,501.95	\$1,644.86	\$4,521.31	\$76.37	\$3,662.62
Grand Terrace	1.40%	\$88.91	\$117.60	\$206.51	\$ -	\$88.91	\$206.51	\$107.83	\$118.09	\$324.60	\$39.16	\$235.69
Highland	6.80%	\$431.87	\$571.20	\$1,003.07	\$ -	\$431.87	\$1,003.07	\$523.76	\$573.59	\$1,576.66	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$604.79	\$ -	\$260.39	\$604.79	\$315.80	\$345.84	\$950.63	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$88.51	\$ 10.00	\$28.11	\$78.51	\$46.21	\$50.61	\$139.12	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$1,814.37	\$ 178.54	\$602.63	\$1,635.83	\$947.39	\$1,037.53	\$2,851.90	\$434.90	\$2,249.27
Rancho Cucamong	5.10%	\$323.90	\$428.40	\$752.30	\$ 381.17	\$0.00	\$371.13	\$392.82	\$430.19	\$1,182.49	\$430.19	\$1,182.49
Redlands	4.90%	\$311.20	\$411.60	\$722.80	\$ -	\$311.20	\$722.80	\$377.41	\$413.32	\$1,136.12	\$102.12	\$824.92
Rialto	3.90%	\$247.69	\$327.60	\$575.29	\$ -	\$247.69	\$575.29	\$300.39	\$328.97	\$904.26	\$81.28	\$656.57
San Bernardino	7.90%	\$501.73	\$663.60	\$1,165.33	\$ -	\$501.73	\$1,165.33	\$608.48	\$666.38	\$1,831.71	\$164.65	\$1,329.98
Upland	2.30%	\$146.07	\$193.20	\$339.27	\$ -	\$146.07	\$339.27	\$177.15	\$194.01	\$533.28	\$47.94	\$387.21
Yucaipa	6.00%	\$381.06	\$504.00	\$885.06	\$ 381.06	\$0.00	\$504.00	\$462.14	\$506.11	\$1,391.17	\$506.11	\$1,391.17
County	12.90%	\$819.28	\$1,083.60	\$1,902.88	\$ 819.28	\$0.00	\$1,083.60	\$993.60	\$1,088.14	\$2,991.02	\$1,088.14	\$2,991.01
Total	100.00%	\$6,351.00	\$8,400.00	\$14,751.00	\$2,149.81	\$4,258.47	\$12,601.20	\$7,702.32	\$8,435.18	\$23,186.18	\$4,176.71	\$18,927.72
PAA set-aside		\$5,293.00	\$6,970.00	\$12,263.00	\$5,293.00	\$0.00	\$6,970.00	\$7,664.00	\$8,274.78	\$20,537.78	\$12,533.25	\$24,796.25

* Additional funds from actual revenues exceeding allocation in FY 10/11

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

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

SANBAG Acronym List

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996

