

AGENDA

Board of Directors Metro Valley Study Session

April 17, 2014

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

Location:

SANBAG Offices

1st Floor Lobby

1170 W. 3rd Street

San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Dick Riddell, Council Member
City of Yucaipa

Study Session Vice-Chair

Michael Tahan, Council Member
City of Fontana

Dennis Yates, Mayor
City of Chino

Ed Graham, Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor Pro Tem
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor
City of Victorville

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District
Janice Rutherford, Second District

James Ramos, Third District
Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

Ex-Officio Member - Basem Muallem, Caltrans District 8 Director
Ray Wolfe, SANBAG Executive Director
Eileen Teichert, SANBAG General Counsel

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

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

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

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

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

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

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

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

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

**Board of Directors
Metro Valley Study Session**

**April 17, 2014
9:00 a.m.**

**LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino**

*CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor Dick Riddell)*

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Pg. 9
Metro Valley Study Session Meeting April 17, 2014.**

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

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

- 2. Board of Directors Metro Valley Study Session Attendance Roster Pg. 14**
A quorum shall consist of a majority of the membership of the SANBAG Board of Directors.
- 3. Construction Contract Change Orders to on-going SANBAG Pg. 18**
Construction Contracts with Pacific Restoration Group, KASA Construction, Skanska/Rados, A Joint Venture, Ortiz Enterprises Inc., Skanska Civil, USA and Riverside Construction Company, Inc.

Review and ratify change orders. Garry Cohoe

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

Notes/Action

Discussion Calendar

Project Delivery

4. Request for Proposals (RFP) for Public Outreach Services for the Pg. 35 Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects

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

Authorize and approve release of Request for Proposal 14150 for the performance of public outreach services on the I-10 Corridor from the Los Angeles County Line to Ford Street in Redlands, and on the I-15 Corridor from the Riverside County line to US-395 in Hesperia.

John Meier

This item is not scheduled for review by any other policy committee or technical advisory committee. The draft of the scope of work and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

5. Request for Proposals (RFP) for Interstate 15 (I-15) Corridor Express Pg. 47 Lanes Project Approval and Environmental Document (PA/ED)

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

Approve issuing Request For Proposal 14135 for the preparation of PA/ED documents for adding express lanes in each direction on the I-15 Corridor from the Riverside County line to State Route 210 (SR 210).

Dennis Saylor

This item is not scheduled for review by any other policy committee or technical advisory committee. The draft RFP and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Discussion Continued...Project Delivery**6. Interstate 215 (I-215) Mount Vernon/Washington Interchange Pg. 71
Improvement Project**

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

1. Approve deleting the I-215 Mount Vernon Avenue/Washington Street Interchange project from the Measure I Valley Freeway Projects program; and
2. Approve adding the I-215 Mount Vernon Avenue/Washington Street Interchange project to the Measure I Valley Freeway Interchange program; and
3. Approve waiving Policy VFI-12 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy stipulates that the total public share for interchange projects within the sponsoring agency's jurisdiction shall not increase with the addition of a project; and
4. Terminate for Convenience Contract No. C12214 with TranSystems Corporation, for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Avenue/Washington Street Interchange project. **Garry Cohoe**

This item was reviewed and recommended for approval by the SANBAG Officers on March 28, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item.

7. Interstate 215 (I-215) Segment 3 Landscaping Replacement Project Pg. 79

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

1. Approve a Cooperative Agreement C14120 with the State of California Department of Transportation for construction of the I-215 Segment 3 Landscaping Replacement Project; and
2. Authorize advertisement of Request for Proposal 14129 for Construction Management Services for the I-215 Segment 3 Landscaping Replacement Project with options to manage future projects on Segments 1, 2 and 5 as design is completed and projects are ready to advertise. It is anticipated design of future projects will be completed at 6 month intervals with no more than two projects in construction at any time.
3. Authorize the Executive Director to execute a purchase order in an amount not to exceed \$100,000 for constructability review and preconstruction services. **Paula Beauchamp**

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

Discussion Continued...Project Delivery**8. Funding Agreements for South Milliken and North Vineyard Avenue Pg. 119
Grade Separation Projects**

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

1. Approve Amendment No. 1 to the South Milliken Avenue Grade Separation Construction Funding Agreement No. C13104 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling \$57,400,656.00, which consists of a total Authority share contribution of \$43,934,690.40, a Measure I contribution of \$11,757,941.40, and an advancement of the Measure I contribution in the amount of \$4,393,469, in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

2. Approve Amendment No. 1 to the North Vineyard Avenue Grade Separation Construction Funding Agreement No. C13105 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling \$44,092,791.00, which consists of a total Authority share contribution of \$33,615,308, a Measure I contribution of \$16,807,654.00, and an advancement of the Measure I contribution in the amount of \$3,361,531, in accordance with Measure I Strategic Plan Policy 40006, VMS-7. **Paula Beauchamp**

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

Regional/Subregional Planning**9. Transportation Investment Generating Economic Recovery (TIGER) Pg. 135
Grant Application Submittal**

1. Approve SANBAG submittals of two grant applications for the TIGER federal discretionary grant program: a request for up to \$20 million for Redlands Passenger Rail and up to \$11 million for the Metrolink and Bus Rapid Transit (BRT) Station Accessibility Project.

2. Approve a commitment of up to \$2.75 million in Transportation Development Act (TDA) Article 3 funds, spread over at least two years, to serve as a match for the Metrolink and BRT Accessibility Project application. The Redlands Passenger Rail Project already has a substantial match of over \$150 million in Measure I Metrolink/Rail and state funds identified in the SANBAG 2014 Ten-Year Delivery Plan. **Steve Smith**

Authority to approve the grants and matching funds was delegated to the Board of Directors Metro Valley Study Session by the SANBAG Board at its April 9, 2014 meeting. The concepts for TIGER grant submittal were discussed with the Transportation Technical Advisory Committee on March 3, 2014. This item is not being reviewed by any other policy committee.

Public Comments

- Additional Items from Committee Members**
- Director's Comments**
- Brief Comments by General Public**

Additional Information

Acronym Listing

Pg. 138

ADJOURNMENT:

**The next Board of Directors Metro Valley Study Session will be:
May 15, 2014**

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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



- 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: April 17, 2014

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C11105	Pacific Restoration Group <i>John Richards</i>	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-B	C12098	KASA Construction <i>Diana Kasbar</i>	Canyon Hydroseeding

*

	<p><i>Approved</i> Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.
 MVSS1404z-gc

3-C	C13002	KASA Construction <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
3-D	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
3-E	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction

3-E (Cont.)	C12224		Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.
3-F	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc.

3-F (Cont.)	C09196		Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-G	C12196	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	A.C. Dike Company ACL All American Asphalt CGO Construction Co. Chrisp Company Cindy Trump Inc. DBA Lindy's Cold Planing Coral Construction Co. DC Hubbs Company Diversified Landscape Co. Dywidag Systems International EBS General Engineering, Inc. Foundation Pile Inc. Harber Companies, Inc. Hard Rock Equipment High Light Electrical, Inc. Integrity Rebar Placers KEC Engineering Malcolm Drilling Co. Maneri Traffic Control R.J. Lalonde Inc. SRD Engineering Statewide Traffic Safety & Signs
3-H	C11184	Skanska Civil, USA <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling DYWIDAG System International Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc.

3-H (Cont.)	C11184		Statewide Safety & Signs Tipco Engineering
3-I	C13108	Skanska Civil, USA <i>Jeffery Langevin</i>	Chrisp Company Dywidag Systems International Fence Corporation, Inc. Hayward Baker Integrity Rebar Placers John S. Meek Company, Inc. Mojo Electric R. Dugan Construction, Inc. Rock Structures Construction Co. Sierra Landscape Development, Inc.
3-J	C13121	Riverside Construction Company <i>Donald M. Pim</i>	Caliagua, Inc. C.P. Construction Crown Fence Company Griffith Company High Light Electric Integrity Rebar Placers Malcolm Drilling Matich Corporation Old Castle Precast
6	C12214	TranSystems Corporation <i>Jamal Salman</i>	None

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

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors		X	X									
James Ramos Board of Supervisors		X	X									
Janice Rutherford Board of Supervisors		X										
Josie Gonzales Board of Supervisors												
Robert Lovingood Board of Supervisors												
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jabn City of Big Bear Lake		X	X									
Dennis Yates City of Chino		X	X									
Ed Graham City of Chino Hills		X	X									
Frank Navarro City of Colton		X	X									
Michael Taban City of Fontana		X	X									
Walt Stanckiewicz City of Grand Terrace		X	X									
Mike Leonard City of Hesperia												
Larry McCallon City of Highland		X	X									

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

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

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BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X			X	X		X		X		X
James Ramos Board of Supervisors	X	X	X		X			X	X	X		X
Janice Rutherford Board of Supervisors	X	X	X		X			X		X	X	X
Josie Gonzales Board of Supervisors			X								X	X
Robert Lovingood Board of Supervisors	X	X										
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jabn City of Big Bear Lake	X	X				X		X		X	X	X
Dennis Yates City of Chino	X	X			X	X		X	X	X	X	X
Ed Graham City of Chino Hills	X	X	X		X			X	X	X	X	X
Frank Navarro City of Colton		X	X		X	X		X	X	X	X	X
Michael Taban City of Fontana	X	X	X		X	X		X	X	X	X	*
Walt Stanckewitz City of Grand Terrace	X	X	X		X	X		X	X	X	X	X
Mike Leonard City of Hesperia		X										
Larry McCallon City of Highland	X	X	X		X	X						X

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AGENDA ITEM 2

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013

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

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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

Minute Action

AGENDA ITEM: 3

Date: April 17, 2014

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Pacific Restoration Group, KASA Construction, Skanska/Rados, A Joint Venture, Ortiz Enterprises Inc., Skanska Civil, USA and Riverside Construction Company, Inc.

Recommendation: Receive and file change orders.

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

- A. Contract Number C11105 with Pacific Restoration Group for construction of the SR-210 Segment 8 Landscaping project: CCO No. 17 (no cost/no credit change to account for bid items which overran the Engineers Estimate but resulted in no cost adjustment).
- B. CN C12098 with KASA Construction for construction of the SR-210 Segment 10 Landscaping project: CCO No. 11 Supplement 3 (\$8,834.70 increase in funds for removal of foliage protectors).
- C. CN C13002 with KASA Construction for construction of the SR-210 Segment 11 Landscaping project: CCO No. 2 (\$1,955.96 increase for additional construction sign not shown on the plans but required per contract) and CCO No. 3 (\$41,729.38 increase to compensate contractor for additional cost for water meters per the contract Special Provisions)

Approved
 Board Metro Valley Study Session

Date: _____

Moved: Second:
 In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1404a-tjk
 Attachment: MVSS1404al-tjk

- D. CN C12036 with Brutoco Engineering and Construction, Inc. for construction of the I-10 Citrus Avenue Interchange project: CCO No. 38 (\$26,400.00 increase to compensate the contractor for loss of production due to buried man-made objects and for settlement of Contractor's Claim No. 1).
- E. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 4 Supplement 2 (\$30,000.00 increase in additional funds for removal of temporary traffic stripe not anticipated before construction).
- F. CN C09196 with Skanska/Rados, A Joint Venture for the construction of the I-215 Segments 1 and 2 project: CCO No. 68 Supplement 6 (\$75,000.00 increase in additional funds for modifying existing or new drainage systems due to existing field conditions), CCO No. 163 Supplement 1 (\$7,890.00 increase to compensate contractor for actual costs for water meters) and CCO No. 170 Supplement 1 (\$60,000.00 increase in additional funds for exporting of stockpiled material not useable on the project).
- G. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tippecanoe Interchange Phase 1 reconstruction project: CCO No. 40 and 40 Supplement 1 (\$5,000.00 and \$1,000.00 respectively to provide drainage system behind Retaining Wall 220), CCO No. 41 (\$10,000.00 increase to compensate contractor for modifications to various items of electrical work) and CCO No. 42 (\$2,000.00 increase to compensate contractor for removal of two tree stumps).
- H. CN C11184 with Skanska Civil, USA for construction of the Hunts Lane Grade Separation project: CCO No. 39 Supplement 1 (\$13,000.00 additional funds for increase in contract Bid Item 144 Pipe Leak Detection with Casing Assembly due to insufficient quantities in Engineers Estimate), CCO No. 41 (no cost/no credit change for modifications to Drainage Lateral No. 9 to avoid conflict with underground Edison facility) and CCO No. 44 (\$44,737.97 additional funds for increase in contract Bid Item 183 Architectural Treatment due to insufficient quantities in Engineers Estimate).
- I. CN C13108 with Skanska Civil, USA for construction of the Palm Avenue Grade Separation project: CCO No. 1 Supplement 1 (no cost/no credit change to address right of way delays caused by construction of Regional Storm Drain along northwesterly project limits which affected contractor's ability to begin construction), CCO No. 2 (\$1,310.00 increase for additional reinforcement hoops to be installed in bridge piles as required by Caltrans bridge specifications), CCO No. 6 (\$8,750.00 decrease due to minor alterations to relocation plans for the San Bernardino Municipal Water District's waterline) and CCO No. 7 (\$10,000.00

increase for construction of Temporary Drainage System No. 9 due to the items of work involved were not included in the Engineers Estimate).

- J. CN C13121 with Riverside Construction Company for construction of the Laurel Street Grade Separation project: CCO No. 8 (\$86,535.00 increase for added costs for installation of water line casing due to encounter with boulders during jacking operation), CCO No. 9 (\$22,500.00 increase for the establishment of a Dispute Resolution Board in accordance with the Standard Specifications), CCO No. 10 (\$4,000.00 increase for compensation to contractor for supplying larger conductor wire than called out on the plans to conform to existing field conditions) and CCO No. 11 (\$25,000.00 increase for compensation to contractor for additional excavation and backfill, lowering electrical vault and removing 30' of previously installed duct bank to allow for proper installation of ducts to allow for installation of primary conductor wires as requested by Colton Electric).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0838, 0842, 0870, 0874 and 0884.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

I-10/Citrus Interchange – Executed Change Orders		
Number	Description	Amount
001	TRAFFIC CONTROL	\$35,000.00
001 S-1	TRAFFIC CONTROL, ADD'L FUNDS	\$35,000.00
002	MAINTAIN IRRIGATION AND LANDSCAPING	\$8,000.00
003	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$25,000.00
004	PARTNERING	\$10,000.00
005	DISPUTE REVIEW BOARD	\$15,000.00
006	MAINTAIN EXISTING ELECTRICAL SYSTEMS	\$20,000.00
007	GRAFFITI REMOVAL	\$5,000.00
008	DS-10 REDESIGN AND ALIGN	\$(143,397.00)
009	REPLACE LOOP DETECTION WITH VIDEO DETECTION	\$18,645.00
010	SEWER CONNECTION ON SOUTH CITRUS	\$7,945.48
011	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP	\$(164,877.00)
011 S-1	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP SUPPLEMENT 1	\$46,674.75
012	OVER-EXCAVATE AND RE-COMPACT UNDER OH ABUTMENTS AND WW	\$11,483.50
013	REPLACE RSC AND RSLCB IN WB OFF-RAMP GORE	\$(41,180.48)
014	SEPTIC SYSTEM FOR 76 GAS STATION	\$36,783.25
015	ROW DELAY FOR ALCORN FENCE	\$1,500.00
016	DS-15 CONNECTION TO DS-1	\$2,911.33
017	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC	\$11,130.00
017 S-1	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC, ADDITIONAL FUNDS	\$27,000.00
018	REPLACE RSC WITH STANDARD JPCP - WB ON-RAMP GORE	\$(32,840.80)
019	REPLACE RSC WITH STANDARD JPCP - EB OFF-RAMP GORE	\$(62,956.58)
020	REPLACE RSC WITH STANDARD JPCP AT WB OFF-RAMP GORE	\$(21,153.30)
021	NON-COMPENSABLE EXCUSABLE DELAY	\$0.00
022	LONGITUDINAL TINGING	\$8,500.00
023	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$161,000.00
024	PARAPET HEADWALL HEIGHT CHANGE	\$4,000.00
025	76 GAS STATION IMPROVEMENTS	\$38,000.00
026	NON-COMPENSABLE EXCUSABLE DELAY - 4 DAYS	\$0.00
028	DEMO AND GRADE ON CITRUS AVENUE	\$(28,022.88)
030	ROCK BLANKET CREDIT	\$(74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$0.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$27,111.10
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
CCO TOTAL		\$ 12,699.29
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$4,264,654.56

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

I-10/Cherry Interchange – Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$35,000
2	Maintain Existing Irrigation System	\$5,000
3	Water Pollution Control Maintenance Sharing	\$20,000
4	Additional Striping and Temporary Pavement	\$30,000
4 S-1	Additional Striping - Supplement 1	\$15,000
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	-\$39,090
6	Dispute Review Board	\$15,000
7	Partnering	\$20,000
8	Compliance with Right-of-way Obligations	\$60,000
8 S-1	Compliance with Right-of-way Obligations – Suppl. 1	\$60,000
9	Graffiti removal	\$15,000
9 S-1	Graffiti removal – Supplement 1	\$25,000
10	Maintain Existing Electrical System	\$10,000
10 S-1	Maintain Existing Electrical System – Supplemental 1	\$20,000
11	Spillway Drainage Connection to DS-1	\$25,000
11 S-1	Spillway Drainage Connection to DS-1 – Sup. 1	\$13,000
12	Temporary Light Poles	\$20,000
13	Remove Existing Sign Structure	\$10,260
14	Compensation for Row Obstruction (Leach Tank)	\$10,780
15	Revision to Contract Special Provisions for Remove Tree	\$0
16	RW 680 Footing Modifications	-\$21,490
17	Remove Existing Asbestos Pipe	\$10,797
20	Driveway for Truck Stop Facility	\$0
21	Remove Tree Item Adjustment	\$103,187.55
22	Change in Alignment for SW 697	\$0
23	Modified Concrete Barrier for Light Poles	\$25,000
25	Additional Grout at Sound wall 697	\$5,000
26	New Drainage System at RW 33	\$5,199.50
27	Modifications to Drainage System No. 1 channel wall	\$21,477.30
28	Just-In-Time-Training	\$1,110
29	Maintain Existing Drainage System	\$20,000
31	Payment to Edison	\$10,000
CCO TOTAL		\$553,231.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$4,690,315.79

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I-215 Seg 1 & 2 – Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$100,000.00
001-S1	Traffic Control – Additional Funds	\$100,000.00
001-S2	Traffic Control – Additional Funds	\$150,000.00
001-S3	Traffic Control – Additional Funds	\$100,000.00
001-S4	Traffic Control – Additional Funds	\$125,000.00
001-S5	Traffic Control – Additional Funds	\$250,000.00
001-S6	Traffic Control – Additional Funds	\$205,000.00
002	Establish a DRB	\$35,000.00
003	Establish a Partnering Training Workshop	\$50,000.00
004	HMA Price Fluctuation Adjustment of Compensation	\$230,000.00
004-S1	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$100,000.00
004-S2	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$300,000.00
004-S3	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$210,000.00
005	Maintain Existing Electrical	\$50,000.00
005-S1	Maintain Existing Electrical – Additional Funds	\$50,000.00
005-S2	Maintain Existing Electrical – Additional Funds	\$75,000.00
005-S3	Maintain Existing Electrical – Additional Funds	\$24,000.00
005-S4	Maintain Existing Electrical – Additional Funds	\$95,000.00
005-S5	Maintain Existing Electrical – Additional Funds	\$145,000.00
006	Soundwall Block Detail Revision	\$0.00
007	Architectural Treatment Test Panel Size Revision	\$0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$6,000.00
009	SWPPP Maintenance	\$100,000.00
009-S1	SWPPP Maintenance – Additional Funds	\$950,000.00
009-S2	SWPPP Maintenance – Additional Funds	\$395,000.00
009-S3	SWPPP Maintenance – Additional Funds	\$250,000.00
010	Utility Potholing	\$10,000.00
010-S1	Utility Potholing – Additional Funds	\$10,000.00
010-S2	Utility Potholing – Additional Funds	\$10,000.00
010-S3	Utility Potholing – Additional Funds	\$10,000.00
010-S4	Utility Potholing – Additional Funds	\$20,000.00
011	Buried Man-Made Object	\$20,000.00
011-S1	Buried Man-Made Object – Additional Funds	\$30,000.00
011-S2	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S3	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S4	Buried Man-Made Object – Additional Funds	\$49,000.00
011-S5	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S6	Buried Man-Made Object – Additional Funds	\$95,000.00
012	Provide Access Control Fence	\$50,000.00
014	Optional Steel Pipe Pile Specification	\$0.00
015	Modify 13 th Street Off Ramp	\$83,325.00
016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00
018	Repair Roadway	\$25,000.00
018-S1	Repair Roadway – Additional Funds	\$25,000.00
018-S2	Repair Roadway – Additional Funds	\$50,000.00
018-S3	Repair Roadway – Additional Funds	\$50,000.00

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018-S4	Repair Roadway – Additional Funds	\$100,000.00
018-S5	Repair Roadway – Additional Funds	\$125,000.00
018S-6	Repair Roadway – Additional Funds	\$100,000.00
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$0.00
020	Realign DS #6	\$2,398.00
021	Shear Ring Alternate Welding Method	\$0.00
022	Temporary Chain Link Fence at Verizon Yard	\$9,500.00
023	Revise DS #20	\$9,239.00
024	Change Traffic Opening at 9 th Street	\$0.00
025	Revise RW106W & DS #8, 13 & 100	\$15,390.02
026	1200mm Casing for 600mm Jacked Pipe DS #8 & 14	\$0.00
027	Change Traffic Opening at Baseline St OC	\$0.00
028	Rialto Top Deck Reinforcement	\$0.00
029	Tie-In DS #10-0 to Segment 3	\$80,000.00
029-S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$0.00
029-S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$28,345.54
030	Modify Overhead Sign ‘H’ Values	\$13,258.64
031	Change Bearing Pad Thickness at 5 th / 215 SB On Ramp	\$0.00
032	ROW Delay DS #100 2 nd Street	\$10,000.00
033	Modify DS #101 and 102 W of 9 th Seg. 2	\$63,758.60
033-S1	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$35,000.00
033-S2	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$52,501.94
033-S3	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$25,000.00
033-S4	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$30,000.00
034	Modify DS #19 Seg. 2	\$60,000.00
034-S1	Modify DS #17 & #19 Seg. 2	\$51,453.50
034-S2	Modify DS #17 & #19 Seg. 2 – Additional Funds	\$95,000.00
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55
036	Strengthen Outside Shoulder	\$32,078.00
039	Credit for Traffic Screen	(\$35,715.00)
040	Inlet guards	\$12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$0.00
042	SB I-215 Detour North of 16 th Street	\$152,770.00
042-S1	SB I-215 Detour North of 16 th Street – Additional Funds	\$50,000.00
042-S2	SB I-215 Detour North of 16 th Street – Additional Funds	\$27,000.00
043	Revise Retaining Wall 242B, Add 242C	\$112,324.75
044	Third Street Train Mural	\$4,925.49
045	Right of Way Delay for DS #100 at 3 rd St Power Pole	\$4,182.99
047	Baseline Abutment 1 Right of Way Delays Due to BNSF Cables	\$55,000.00
047-S1	Baseline Mitigation of Critical Path Delay	\$60,000.00
048	Revise Structural Section 8 & 13	\$19,470.00
049	Frame Roadside Signs	\$3,066.90
050	Change the Sta. for Abut. 1 & 7 16 th St	\$0.00
051	TCE at ARCO Station at Baseline & H St	\$0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$0.00
053	Service Conduits for SCE Service Connections	\$23,218.32
054	Revise Vertical Drop Connection	\$0.00
055	Clean Out Storm Drain at 9 th Street	\$4,200.00
056	Revise DS #4, 6 & 84	\$5,841.20
057	Graffiti Removal	\$20,000.00
057-S1	Graffiti Removal – Additional Funds	\$50,000.00
057-S2	Graffiti Removal – Additional Funds	\$25,000.00
057-S3	Graffiti Removal – Additional Funds	\$75,000.00

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058	Salvage Vehicle Detection System	\$15,000.00
059	Reduce ADL Quantity Bid Item 70 & 71	\$0.00
060	3 rd Street Bridge Temp Retaining Wall Structure Backfill	\$25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$8,500.00
062	New SWPP Permit Requirements	\$160,665.00
062-S1	New NPDES Permit – Order No. 2009-0009-DWG	\$574,911.32
062-S2	New NPDES Permit – Order No. 2009-0009-DWG	\$55,024.95
063	Additional Bracing for Falsework Bent 2-5 at Baseline St OC/OH	\$15,000.00
064	Right of Way Obligations	\$25,000.00
064-S1	Right of Way Obligations – Additional Funds	\$25,000.00
064-S2	Right of Way Obligations – Additional Funds	\$49,000.00
064-S3	Right of Way Obligations – Additional Funds	\$86,000.00
064-S4	Right of Way Obligations – Additional Funds	\$150,000.00
064-S5	Right of Way Obligations – Additional Funds	\$150,000.00
065	Remove Existing Storm Drain 62A	\$6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$90,105.80
067	5 th Street SB Off Ramp Acceleration	\$50,000.00
068	Modify Drainage Systems	\$100,000.00
068-S1	Modify Drainage Systems – Additional Funds	\$90,000.00
068-S2	Modify Drainage Systems – Additional Funds	\$85,000.00
068-S3	Modify Drainage Systems – Additional Funds	\$250,000.00
068-S4	Modify Drainage Systems – Additional Funds	\$120,000.00
068-S5	Modify Drainage Systems – Additional Funds	\$60,000.00
068-S6	Modify Drainage Systems – Additional Fund	\$75,000.00
069	Stage Construction 4 th Through 6 th	\$95,000.00
069-S1	Stage Construction 4 th Through 6 th – Additional Funds	\$50,000.00
070	Temporary Paving Under 259	\$145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$22,000.00
072	Move Gore North for 215/259	\$40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$0.00
074	Move SCE Connection at 5 th Street	\$30,394.56
075	Modify DS #115 at 16t Street and H Street	\$11,530.90
076	Delete Shiner on Retaining Walls, Seg. 1	\$0.00
077	Modify Drainage Systems G1 to G2 Types	\$38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$18,890.32
079	Revised Staging NB 2 nd Street Off Ramp – 2 nd Lane Addition	\$25,000.00
080	Delete Electrical & Cable Conduit Blockouts & Casings at 9 th Street Bridge	\$2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00
083	Revised SCE Connection Points	\$5,358.47
083-S1	Revised SCE Connection Points – Addition of Trenton Street	\$10,646.65
084	Restage North End of Project & Temporary SB 3 rd Street Off Ramp	\$1,630,850.00
084-S1	Restage North End of Project & Temporary SB 3 rd Street Off Ramp – Additional Funds	\$75,000.00
085	Revise DS #38 Callouts	\$0.00
086	Chain Link Railing Fabric Color Change	\$64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$25,000.00
088	Remove Contaminated Material at RW136	\$50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$75,212.00

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090	Electrical Changes 2 nd & I Street and 9 th & H Street	\$9,499.90
091	SB Transition Segment 5 into Segment 2	\$75,000.00
091-S1	SB Transition Segment 5 into Segment 2 – Additional Funds	\$60,000.00
092	Premium Time for Baseline and H Street Intersection	\$25,000.00
093	Relocate Signal at SE Corner of 2 nd St and SB On Ramp	\$18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd & 3 rd St)	\$34,345.28
095	Revised Deck Contours for 5 th St to S215 On Ramp	\$0.00
096	NB Transition Segment 2 into Segment 5	\$80,145.00
097	Modify Bioswale No. 3, Seg. 2	\$14,732.00
098	Elimination of Bid Item 184	(\$65,590.00)
099	DS #100 Verizon Utility Conflict	\$24,000.00
099-S1	DS #100 Verizon Utility Conflict – Additional Funds	\$86,394.57
100	Expansion Deflection Couplers at Baseline	\$2,415.35
101	Remove PCCP at South End of Project	\$85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	(\$262,800.00)
103	Traffic Signal Modification at 5 th St Ramps	\$9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Ave Widen	\$88,330.56
104	Revised Layout for Type R Approach Slab at Redlands Loop	\$0.00
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.97
107	Sound Wall No. 1 Extension	\$144,330.00
107-S1	Settlement of NOPC No. 18 – Addition of Sound Wall No. 122	\$50,000.00
108	Underdrain at Wall 116W	\$40,540.00
109	Move SE-22 Crossing North for 5 th St SB Off Ramp	\$9,438.14
109-S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$15,346.41
110	Column Casing Specification Changes	\$0.00
111	Contour Grading at 5 th St and BNSF Rail Road	\$30,000.00
111-S1	Contour Grading at 5 th St and BNSF Rail Road – Additional Funds	\$20,000.00
111-S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW	\$40,000.00
112	Install Type 'D' Bike Loops	\$16,925.08
113	Transition Barrier Between 5 th St & S215/5ht St Off Ramp to Match Existing Bridge	\$10,000.00
113-S1	Retaining Wall 128 Transition Barrier Type 732A	\$10,000.00
114	SB Baseline On and Off Ramp Isolation Casing Revisions	\$18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$0.00
116	Intentionally Roughening the Bridge Stems	\$0.00
117	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets	\$5,000.00
117-S1	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$5,000.00
117-S2	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$10,000.00
118	Soffit Lighting Layout Changes at 2 nd & 3 rd St Bridges	\$7,916.33
119	Change to Deck Drain Layout at 5 th St to S215 On Ramp	\$15,000.00
120	Modify and Upgrade Communications System	\$64,836.00
121	Pull Box Anti-Theft Installation	\$40,000.00
121-S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$95,000.00
121-S2	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$10,000.00

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121-S3	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$50,000.00
121-S4	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$100,000.00
122	Settlement of NOPC No. 8 – Storm Damage Repair	\$120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$27,863.48
124	Temporary Paving for NB 2 nd St Off Ramp	\$30,000.00
124-S1	Temporary Paving for NB 2 nd St Off Ramp – Additional Funds	\$15,000.00
125	Clearing & Grubbing Not Shown on Plans	\$40,000.00
126	Baseline Street Lighting	\$766.32
127	Replace Damaged Existing PCCP Slabs	\$80,000.00
127-S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$40,000.00
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,108.25
129	Polyester Concrete Overlay at Rialto Ave Bridge	\$194,000.45
129 S-1	Additional funds for furnishing Polyester Concrete	\$63,250.00
130	Slope Paving at 16 th Street	\$17,118.80
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$106,387.57
134-S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$18,968.36
135	City Work at Baseline Street	\$25,000.00
136	Adjustment of Temporary Construction Entrances	\$106,000.00
136-S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$77,000.00
136-S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$42,000.00
137	Ramp Metering System Loop Detection Changes	\$19,325.87
138	Pillow Wall Removal at Baseline	\$18,180.00
139	Drainage Changes at DS #72, Add DS #151 at SR259, Seg. 2	\$44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$31,921.00
141	Temporary Bracing for 3 rd Street OC	\$10,000.00
142	Sound Wall No. 126C Barrier Texture	\$4,492.00
142-S1	Add Texture to Concrete Barrier Type 736S at SW126A	\$11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$68,000.00
144	Settlement of NOPC No. 16 – P30 End Anchors and Transition Slabs	\$65,247.50
145	Sound Wall No. 126C Alignment Change	\$20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$137,000.00
147	Removal of Underground Storage Tank at RW109E	\$30,000.00
148	Northbound Transition Stage 3B on 'P' Line	\$89,013.99
148-S1	Northbound Transition Stage 3B on 'P' Line, Adjustment of Compensation	\$2,192.49
151	Temporary Sign Panel Overlay NB BMS 9 th & Baseline	\$13,200.00
152	Removal of Asbestos Pipe – Baseline St to SB215 On Ramp	\$15,000.00
153	Revisions to Bridge Mounted Signs at 9 th & Baseline St	\$228,957.75
154	Revisions to 'SFR' and 3 rd Street	\$24,330.00
154-S1	Modify Signalization of 'SFR' and 3 rd Street	\$5,291.84
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$21,066.00

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157-S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 & 5	\$30,000.00
158	Drainage Modifications at '5SE' Line	\$99,000.00
159	Modify DS #8(qq) Inlet	\$5,461.40
160	Modify Barrier at Retaining Wall 108E	\$20,000.00
161	Irrigation Crossover at NB Highland Ave Off Ramp	\$24,000.00
162	Eliminate Jacking for 2 nd St UC & 3 rd St UC for Stage 3B	(\$10,000.00)
163	City Water Meter Change and Adjustment of Compensation	(\$145,985.05)
163 S-1	Actual Cost for Water Meter	\$7,890.00
164	Modify DS #71(a)	\$2,775.15
165	Modify DS #103	\$13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$63,000.00
167	Settlement of NOPC No. 21 – Pinning of K-Rails	\$30,000.00
168	Inefficiencies Due to OH Power Lines at SB Baseline On Ramp	\$10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	(\$12,000.00)
170	Export Soil with Rubble to 13 th St & H Street Site	\$45,000.00
170 S-1	Additional Funds	\$60,000.00
171	Revise 3 rd St Abutment 2 Footing	\$10,118.00
171 S-1	Determination of Zero additional Working Days per this CCO	\$0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$11,519.59
174	Settlement of NOPC No. 22 – Temporary Lighting	\$20,000.00
175	Hubbard State ROW Adjustment	\$10,008.00
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
177	Paint Sound Wall Cover Plates After Galvanizing	\$2,672.13
177 S-1	Determination of Zero additional Working Days per this CCO	\$0.00
178	Railing at 'P' Line and 'R' Line	\$35,660.00
179	Strengthen Concrete Barrier Rail on '3NO' Line	\$18,698.00
179 S-1	Determination of Zero additional Working Days per this CCO	\$0.00
180	Drainage Improvements at 3 rd St and '3SE' Line	\$15,000.00
180 S-1	Additional Fund for Drainage Improvements	\$10,000.00
181	New Sign Panels on Existing Sign Structures at 5 th St OC	\$15,000.00
182	Additional 60E Median Concrete Barrier	\$11,808.00
182 S-1	Determination of Zero additional Working Days per this CCO	\$0.00
183	Location Change for Sign 'H' Seg. 1	\$0.00
184	Sound Wall 134 Alignment Change	(\$16,635.60)
186	Payment for Barrier Mounted Signs	\$149,903.59
187	Adjust Overhead Sign 'Q' at Baseline	\$45,000.00
188	Block Out Around MBGR Posts per New Standard	\$30,000.00
189	SR259 Median Removal and Tie-In	\$45,000.00
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
CCO TOTAL		\$15,175,417.03
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$18,871,980.00

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I-10 Tippecanoe Avenue Phase 1 – Executed Change Orders		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$16,753.74
3	Traffic Control	\$10,000.00
4	Partnering	\$15,000.00
5	Dispute Review Board	\$15,000.00
6	Graffiti Removal	\$4,000.00
7	Removal of Man-Made Buried Object	\$10,000.00
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$3,000.00
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$19,435.00
10	Shared Maintenance of SWPPP Components	\$15,000.00
11	Roadway Repairs Caused by Public Traffic	\$5,000.00
12	Maintain Existing Planting and Irrigation Systems	\$10,000.00
12 S-1	Supplement #1 to CCO #12	\$16,000.00
13	Modify Drainage Detail #11	\$4,607.18
14	Restriping Tippecanoe Ave. And Anderson St.	\$16,809.40
14 S-1	Traffic Control Plan for Restriping	\$1,310.00
15	Disposition of ADL Soil	\$137,620.00
15 S-1	Traffic Control Plan	\$10,000.00
15 S-2	Disposition of ADL Soil – Extra Work at Force Account	\$209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$10,000.00
15 S-5	Settlement of NOPC No. 3-2-26-13 and NOPC No. 4-2-26-13	\$44,607.30
16	Increase/Decrease in Retaining Wall Material	\$72,240.00
16-S1	Additional Quantities for Retaining Wall Material	\$51,786.28
17	Temporary Fiber Optic Change	\$20,554.27
18	Modify Drainage Detail 18A and 18D	-\$1,386.69
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$7,000.00
20	Maintain Existing Electrical Systems	\$15,000.00
21	Elimination of Item #51	-\$3,000.00

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23	Removal of Additional Trees – Resolution of NOPC 1-11-02-13	\$32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$20,005.77
25	Revision of Staging Plans	\$9,778.20
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$0.00
27	Mitigation of Low R-Values Inside ADL Section	\$25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$15,000.00
28	Mitigation of Low R-Values Outside ADL Section	\$80,000.00
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$32,000.00
30	Pedestrian Push Button Assembly	\$5,000.00
31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$35,308.60
33	Replacement of Concrete Curb on Street and Off-Ramp	\$3,684.00
34	Modification of DRB Agreement – Position Paper Due Dates	\$0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$38,500.00
40	Drainage System behind Retaining Wall 220	\$ 5,000.00
40 S-1	Additional Funds	\$ 1,000.00
41	Modifications to Electrical Systems	\$ 10,000.00
42	Tree stump Removal	\$ 2,000.00
CCO TOTAL		\$1,151,039.81
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,708,094.20

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Hunts Lane Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Under-sidewalk Drains and Drainage Call-Outs	(\$1,100.00)
2	Install Temporary AC Sidewalk South of the RR tracks	\$6,423.00
3	Maintain Existing Electrical	\$10,000.00
3 S-1	Maintain Existing Electrical	\$20,000.00
4	Manmade Buried Objects	\$80,000.00
4 S-1	Manmade Buried Objects	\$40,000.00
5	Extend Underground Utilities at Oliver Holmes	\$15,446.68
6	Maintain Traffic	\$20,000.00
6 S-1	Maintain Traffic	\$20,000.00
7	Partnering	\$5,000.00
8	DRB	\$10,000.00
9	Trainee	\$5,000.00
10	60" Casing Thickness Increase	\$16,438.80
11	Substitute Cast-in-place with Precast Reinforced Concrete Box (RCB)	\$0.00
12	Retaining Wall No. 7 Alignment	(\$2,535.00)
13	Temporary Business Signage	\$5,000.00
14	Pedestrian Sidewalk	\$10,000.00
15	MSE Wall Design Methodology	\$0.00
16	Additional AT&T Work	\$25,500.00
17	16" Waterline Tie-in	\$12,700.00
18	SCE Utility Work Deduction	(\$59,415.80)
19	Drainage Ditch at Club Center Drive	\$10,975.00
19 S-1	Drainage Ditch at Club Center Drive	\$4,298.31
20	AT&T Shift for Jacking Pit	\$20,000.00
21	Combination of Stages	\$0.00
22	Temporary Sewer Tie-in	\$70,000.00
22 S-1	Temporary Sewer Tie-in	\$40,000.00
23	Temporary Water Tie-in	\$37,000.00
23 S-1	Temporary Water Tie-in	\$50,000.00
24	Decatur Irrigation Rebuild	\$15,000.00
25	Striping Changes	\$0.00
26	Move Jacking Pit	\$10,000.00
26 S-1	Move Jacking Pit	\$30,000.00
27	Hunts Ln Drainage Change	\$18,462.00
28	Emergency Access Structure Waterproofing	\$7,000.00
30	Temporary Traffic Delineation Removal	\$2,365.00
31	Reimburse Pilot Bore	\$27,680.21
33	Remove Concrete Driveway	\$2,117.00
35	Connection to Colton Water Company waterline	\$1,164.00
36	Increase in contract Bid Item 102	\$8,305.00
37	Increase in contract Bid item 117	\$13,200.00
38	Increase in contract Bid item 133	\$9,600.00
39	Increase in contract Bid item 144	\$13,000.00
39 S-1	Increase in contract Bid item 144 – Additional Funds	\$ 13,000.00
40	Increase in contract Bid item 193	\$2,526.00
41	Drainage Modifications due to SCE relocations	\$ 0.00
42	Modifications to Drainage Lateral No. 3	\$9,305.00
44	Increase in contract Bid item 183	\$ 14,737.97
CCO TOTAL		\$ 668,193.17
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,793,947.00

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Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
7	Temporary Drainage System	\$ 10,000.00
CCO TOTAL		\$ 77,560.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,254,317.50

SR-210 Segment 10 Landscaping – Executed Change Orders		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$6,248.25
2	Increase cost for Water Meter	\$14,832.70
3	Shared Water Pollution Control Costs	\$6,000.00
4	Install ICC Enclosure	\$2,500.00
5	Repair Existing Irrigation Facilities	\$3,000.00
6	Repair Slope Damage	\$35,000.00
6 S-1	Repair Slope Damage – Time Adjustment	\$0.00
7	Increase Water Rates	\$2,500.00
7 S-1	Increase Water Rates	\$1,948.78
8	Time Adjustment – Water Meter Repair by WWWD	\$0.00
9	Frost Damage	\$7,500.00
10	Wild Flower Seeding	\$13,107.58
11	Foliage Protector Removal	\$10,000.00
11 S-1	Foliage Protector Removal – additional funds	\$25,000.00
11 S-2	Foliage Protector Removal – additional funds	\$20,000.00
11 S-3	Foliage Protector Removal – additional funds	\$8,834.70
CCO TOTAL		\$156,472.01
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$239,090.00

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SR-210 Segment 8 Landscaping – Executed Change Orders		
Number	Description	Amount
1	SWPPP RL1 to RL2	\$ 7,650.00
1 S-1	Additional Funds	\$ 46,000.00
1 S-2	Additional Funds	\$ 13,262.43
2	Irrigation Deficiencies Corrections	\$ 5,000.00
2 S-1	Additional Funds	\$ 9,951.47
3	Planting Deficiencies Corrections	\$ 7,500.00
3 S-1	Additional Funds	\$ 9,313.12
4	Remove and Dispose Manmade Objects	\$ 7,500.00
4 S-1	Additional Funds	\$ 15,000.00
4 S-2	Additional Funds	\$ 47,295.87
5	Increase in Water Costs	\$ 10,000.00
6	Sand Bedding Material	\$ 35,000.00
7	Delete Item No. 49, Electrical Services (Irrigation)	(\$ 15,000.00)
8	Shared SWPPP Maintenance Costs	\$ 6,000.00
8 S-1	Additional Funds	\$ 239.53
9	Misc. Irrigation Adjustments	\$ 3,000.00
9 S-1	Additional Funds	\$ 10,840.65
10	Wildflower seed change	\$ 0.00
11	Install 1” RCV	\$ 7,885.09
12	Irrigation Booster Pump	\$ 40,000.00
12 S-1	Additional Funds	\$ 58.91
14	Frost Damage material replacement	\$ 7,500.00
15	Replacement Irrigation Controller	\$ 1,224.24
16	Unit Price Adjustment	\$ 5,437.50
17	Bid Item Accounting	\$ 0.00
CCO TOTAL		\$ 280,658.81
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 478,711.00

SR-210 Segment 11 Landscaping - Executed Change Orders		
Number	Description	Amount
2	Additional Roadside Signs	\$ 1,955.96
3	Increase for Water Meter Costs	\$ 41,729.38
CCO TOTAL		\$ 43,685.34
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 414,031.83

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Laurel Street Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
6	Increase TWC size of vault	\$ 4,515.00
7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing-Waterline	\$ 86,535.00
9	DRB	\$ 22,500.00
10	Different in cost 750mm wire in lieu of 500 mm	\$ 4,000.00
11	Increase depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
CCO TOTAL		\$ 301,766.16
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

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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

Minute Action

AGENDA ITEM: 4

Date: April 17, 2014

Subject: Request for Proposals (RFP) for Public Outreach Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects

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

Authorize and approve release of Request for Proposal 14150 for the performance of public outreach services on the I-10 Corridor from the Los Angeles County Line to Ford Street in Redlands, and on the I-15 Corridor from the Riverside County line to US-395 in Hesperia.

Background: At the December 2013 Board meeting, approval was given to complete the Preliminary Engineering and Environmental Studies (PA/ED) for the High Occupancy Vehicle (HOV) and Express Lanes alternatives on the I-10 Corridor Project, and to initiate the PA/ED for an Express Lanes alternative on the I-15 Corridor Project. Because of the significance these two projects hold for improving regional mobility and expanding travel options, the services of a consultant team to undertake a coordinated, multi-tiered public outreach program to generate public involvement and educational opportunities for both corridors is required. This process not only ensures that the environmental review of corridor alternatives will undergo rigorous public scrutiny and review, it also provides

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1404b-jm

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests%20for%20Proposals%20RFPs/RFP14150%20Scope%20of%20Services.docx>

avenues to educate the public about each alternative and its potential impacts to daily travel.

Although HOV lanes are generally widespread and have become part of many people's daily travel options, Express Lanes are a fairly new concept and are not widely understood by the general public. This level of understanding can hamper the future decision-making process in selecting a build alternative for these two corridors.

By issuing this RFP, SANBAG would solicit proposals from consultants to provide coordinated public outreach services on both projects. Upon Board approval, this RFP will be issued with the goal of awarding a consultant contract by Fall 2014. It is anticipated this work will extend for about four years through the completion of the CEQA/NEPA environmental process for both projects.

The public outreach work will focus on providing education about the similarities and differences between Express Lanes and HOV lanes through the use of conventional techniques, including Community Advisory Groups (CAGs), public briefings, town hall meetings, educational forums, workshops, and mailers and flyer distribution. This outreach will be augmented by a robust social media/electronic technology element which will include a Web page that utilizes a variety of two-way communication and feedback elements. Public participation is an essential building block for evaluating the project alternatives, and for selecting a facility that will meet the needs and expectations of the traveling public for decades to come.

The public outreach for both these corridors, up to this point, has been provided by a subconsultant for the I-10 Corridor PA/ED consultant. Moving forward, to ensure that a consistent message is delivered for users and residents on both corridors, it is important that the public outreach consultant be a direct report to SANBAG. Staff recommends approval of the issuance of this RFP.

Financial Impact: This item is consistent with the proposed Fiscal Year 2014/2015 budget under Task Number 0850.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. The draft of the scope of work and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Responsible Staff: John Meier, Project Manager

SCOPE OF WORK
PUBLIC OUTREACH SERVICES FOR THE I-10 AND I-15 CORRIDOR PROJECTS

1.0 SCOPE

The scope of services to be provided under this contract includes the necessary tasks and activities that are required to provide a comprehensive public outreach effort during the Project Approval and Environmental Document (PA/ED) phase of the I-10 and the I-15 Corridor Projects as described below.

CONSULTANT shall coordinate with project stakeholders, which include: the Cities along the I-10 and I-15 Corridor, the County of San Bernardino, Caltrans, SANBAG, and other consultants under contract to SANBAG supporting the I-10 and I-15 Corridor Projects. Additionally, CONSULTANT shall coordinate with adjacent agencies operating Express Lanes, including Riverside County Transportation Commission (RCTC) and Los Angeles County Metropolitan Transportation Authority (MTA).

Many of the listed tasks have been initiated under an earlier public outreach contract, and the CONSULTANT shall work to transition and continue these tasks in a seamless manner.

2.0 BACKGROUND INFORMATION

San Bernardino Associated Governments (SANBAG) and the California Department of Transportation (Caltrans) are undertaking two distinct but interrelated studies. The Interstate 10 (I-10) Corridor Project Team is performing preliminary engineering and preparing the California Environmental Quality Act (CEQA) and National Environmental Policy (NEPA) studies that will evaluate two construction alternatives: a High Occupancy Vehicle (HOV) Lane Alternative and an Express Lane Alternative. The I-15 Corridor Project has not entered the CEQA/NEPA environmental process, but it is in the process of finalizing the Project Study Report (PSR) for an Express Lane Alternative between Route 60 (SR-60) and Route 210 (SR-210), and SANBAG will initiate PA/ED in Fall 2014. In addition, a Feasibility Study is being finalized for the portion of I-15 between SR-210 and US-395.

Because of the significance these two projects hold for improving regional mobility and expanding travel options, SANBAG is seeking the services of a consultant team to undertake a multi-tiered, multiyear public outreach program to generate public involvement and educational opportunities. This process not only ensures that the environmental review of corridor alternatives will undergo rigorous public scrutiny and review, it also provides avenues to educate the public about each alternative and its potential impacts to daily travel. The outcome of this partnership between SANBAG and the public will be the development of, and support for, a facility that will meet the needs and expectations of the traveling public for decades to come.

The outreach actions to be undertaken should focus on providing education about the similarities and differences between Express Lanes and HOV lanes through the use of conventional techniques,

including Community Advisory Groups (CAGs), public briefings, town hall meetings, educational forums, workshops, and mailers and flier distribution. This outreach should be augmented by a robust social media/electronic technology element which, at its center, will highlight a Web page that includes a variety of two-way communication and feedback elements.

2.1 Project Information

The I-10 and I-15 Corridor Projects, which are in different planning and development phases, are summarized below:

Interstate 10 (I-10) Corridor Project – Project Approval/Environmental Document (PA/ED) Phase: An environmental document (ED) for the I-10 corridor was started in 2007. During that time, only HOV alternatives were being considered for improvement of the corridor from Haven Avenue in Ontario to Ford Street in Redlands for a total of 25 miles. In 2009, SANBAG began preliminary feasibility studies for adding Express Lanes on I-10, and the SANBAG Board approved the study of an Express Lanes alternative for the I-10 Corridor Project in 2011. Therefore, the overall I-10 Corridor Project limits were extended an additional 8 miles west to the Los Angeles/San Bernardino county line for a total of 33 miles. The I-10 Corridor Project will study both HOV and Express Lanes alternatives. The 25-mile HOV alternative would extend the existing single-lane HOV system from Ontario to Redlands. The 33-mile Express Lanes alternative would modify the existing single-lane HOV for 8 miles from the Los Angeles/San Bernardino county line to Haven Avenue in Ontario to be operated as an Express Lane with the addition of a second Express Lane each way for this segment, and it would add two Express Lanes in each direction from Haven Avenue to Ford Street in Redlands. Circulation of the Draft Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) is anticipated during late 2015, and Environmental Approval is anticipated in late 2017.

Interstate 15 (I-15) Corridor Project – Project Study Report (PSR) – Project Development Support (PDS) Phase: The overall I-15 study area extends from the SR-60 freeway interchange in the northwest corner of Riverside County to US-395 on the western edge of Hesperia in San Bernardino County, a distance of approximately 33 miles. The initial I-15 Corridor Project will evaluate the addition of two Express Lanes from SR-60 in Riverside County to SR-210 in Rancho Cucamonga, a distance of approximately 11 miles. As the project is anticipated to be constructed wholly within Right of Way, the environmental document is anticipated to be an Initial Study (IS)/Environmental Assessment (EA). The PA/ED process is expected to begin in late 2014, and Environmental Approval is anticipated in late 2017. Future projects will evaluate the addition of two Express Lanes from SR-210 to US-395, and updates related to ongoing SANBAG feasibility studies in this reach shall be included in the public outreach effort.

2.2 Need for Outreach

Although HOV lanes are generally widespread and have become part of many people's daily travel options, Express Lanes are a fairly new concept and are not widely understood by all elected officials, community representatives, and private-sector leaders. This level of understanding can hamper future decision-making as the Express Lanes alternative is currently one of two "build" alternatives being considered as part of the CEQA/NEPA process for the I-10 Corridor Project, and is the only "build" alternative being considered for the I-15 Corridor Project. Public participation is an essential building block for evaluating the project alternatives, so it is critical to establish an understanding of the Express Lanes concept to secure informed public feedback.

3.0 TASKS

CONSULTANT shall work closely with SANBAG staff and the I-10 and I-15 environmental and engineering consultant teams to facilitate community engagement throughout the environmental process. The public outreach program shall contain the key elements outlined below.

3.1 Public Outreach Plan

CONSULTANT shall submit a Public Outreach Plan, which describes the CONSULTANT's approach to the tasks and activities that will be performed during the performance of the WORK.

The Public Outreach Plan should identify the key members of the public outreach team, with an organization chart, and an anticipated schedule for the performance of tasks listed herein. The Public Outreach Plan should also include CONSULTANT's internal Quality Control review process, which should include how deliverables will be developed and reviewed by members of the CONSULTANT team.

CONSULTANT responsibilities shall include:

- Submit Public Outreach Plan for SANBAG review and approval within 60 Days of Award of Contract
- Review and update plan annually or as required by significant projects changes or changes in public outreach approach

3.2 Community Advisory Group (CAG) Meetings

CONSULTANT shall continue the CAG process established by the I-10 Corridor Project public outreach team. With the formation of CAGs, local community leaders who represent the interests along the I-10 and I-15 corridors will generate first-hand feedback regarding the consideration of HOV lanes and Express Lanes along these corridors. Due to the extensive distance covered by the I-10 and I-15 corridors, three CAGs have been formed to optimize community involvement throughout the affected regions. CAGs include West Valley CAG,

East Valley CAG, and High Desert CAG. To ensure high-quality interaction and feedback, the membership for each of the CAGs will be approximately 25 members. CAG members are not limited to those that reside in adjacent communities along the I-10 and I-15 corridor because it is important to generate region-wide involvement from stakeholders representing interests that are far reaching beyond the subject corridor, including the surrounding counties – Los Angeles, Orange, and Riverside.

CAG meetings are anticipated to occur 3 to 4 times per year and are intended to be aligned with the deliverables generated by the project team and key milestones of the project. This will enable SANBAG and the consulting team to inform and update CAG members about the studies that are being conducted, as well as those that have been completed. Through this approach, CAG members will be able to voice some of the issues that the study should consider addressing, as well as receive a synopsis of the results that are being generated by the studies.

CONSULTANT responsibilities shall include:

- Arrange and coordinate the execution of CAG meetings
- Prepare CAG meeting materials and coordinate with SANBAG staff
- Prepare and facilitate all logistics for the CAG meetings, in coordination with SANBAG staff:
 - Identify proper venues/scheduling of meetings
 - Meeting format such as formal presentations, open house, other
 - Speakers/presenters
 - Content of presentation material

3.3 Briefings

Briefings are an opportunity-based approach to grassroots outreach with target stakeholder groups. The objective of the briefings is to foster awareness of the projects and encourage the stakeholder groups to distribute project information and future public involvement opportunities to their constituencies. Briefing opportunities with key stakeholders will be coordinated with local governments (including elected officials and City staff, such as City Managers), boards, committees, community-based groups, and other entities. These briefings will allow SANBAG an opportunity to educate organized stakeholder groups on the I-10 and I-15 Corridor Projects. The briefings will be scheduled to inform and provide status updates on the projects to interested stakeholder groups. Briefings will be concentrated around major project milestones, and are expected to average 50 briefings per year.

SANBAG will participate and present at briefings, and will review and approve briefing materials. CONSULTANT responsibilities shall include:

- Arrange and coordinate the execution of briefings
- Coordinate the preparation of collateral materials/informational packets with SANBAG staff
- Prepare and facilitate all logistics for the briefings, in coordination with SANBAG
 - Identify briefing opportunities
 - Coordinate scheduling of briefings and other related logistics
 - Meeting format such as formal presentations, open house, other
 - Speakers/presenters
 - Content of presentation material

3.4 Grassroots Canvassing

CONSULTANT shall lead a Grassroots Canvassing effort to reach members in the communities that may not otherwise be reached via conventional and electronic outreach methods. The objective of the canvassing efforts is to distribute general project information and collect additional stakeholder data that would otherwise not be available. Each community located along the I-10 Corridor Project shall be canvassed by physically visiting the major corridors within that community. More than 600 sites have been canvassed thus far, and the CONSULTANT is expected to build on and continue this effort. Grassroots Canvassing shall be targeted prior to key project milestones and decision points. All information that is collected through the canvassing exercise will be documented in the existing stakeholder database and will be used to generate a digital map with the exact locations that the team has visited.

CONSULTANT responsibilities shall include:

- Investigate key destination points and community centers located throughout the subject project corridors
- Coordinate and prepare flyers, project business cards, and other collateral materials
- Conduct canvassing activities for each community
- Document all of the information collected throughout the corridor
- Develop canvassing map with markers for each site canvassed

3.5 Project Hotline

The I-10 Corridor Project has established a project hotline, which allows stakeholders to listen to a brief status update on the project and record a voicemail with their questions and/or comments. To ensure continual access to two-way communication, CONSULTANT shall continue the hotline previously established for the I-10 Corridor Project throughout the life of the project. This toll-free number will continue to be featured in most collateral materials and will be posted on all electronic communication (i.e., Web site, social media, E-

blast messages). The hotline number is offered in English and Spanish, which are the two most common languages in the project area.

To keep the hotline active and updated, CONSULTANT shall perform the following tasks:

- Regularly update outgoing bilingual (English/Spanish) messages
- Provide basic study information and allow callers to leave a voice message
- Monitor telephone messages left on the telephone hotline on a daily basis
- Maintain a call log, update the stakeholder database, and respond to hotline inquiries within one business day
- Send documented comments to SANBAG for review and response
- Ensure that all comments have received responses from SANBAG
- Notify project management of key issues

3.6 Media Relations

Media relations tasks are intended to maximize positive coverage in the mass media without utilizing direct advertising. These efforts should focus on identifying opportunities for media coverage on positive developments throughout the CEQA/NEPA process for the I-10 and I-15 Corridor Projects. The anticipated media relations tasks include public service announcements (PSAs), opinion editorials (op-eds), and paid advertising of public meeting announcements.

As part of these efforts, CONSULTANT shall prepare a media package that can be made readily accessible to media outlets. The media package may include fact sheets, project information, overview of environmental process, alternatives being considered, and public involvement opportunities. All information generated for these efforts will be incorporated into the project SANBAG Web page, newsletter, and other forms of electronic communication. All media inquiries shall be directed to SANBAG's Public Information Officer.

CONSULTANT shall perform the following tasks:

- Develop PSAs/ press releases and media advisories
- Develop initial media package
- Update media package as required
- Provide paid advertising as required to support the CEQA/NEPA public hearing process as coordinated with the PA/ED team for both the I-10 and I-15 projects
- All media relations deliverables shall be approved by SANBAG's Public Information Officer prior to release

3.7 Newsletters

CONSULTANT shall prepare an electronic newsletter, which shall be disseminated to the Project stakeholders four times per year via email and other forms of electronic communication, including the Project website and SANBAG’s existing Facebook and Twitter accounts. The newsletters are intended to provide general Project status updates and an overview of past and upcoming public Involvement opportunities. These newsletters may also feature pertinent op-ed articles that were prepared for the I-10 Corridor Project, as well as CAG member profiles and their contribution to enhancing public involvement and Input throughout the development of the Project.

CONSULTANT shall perform the following tasks:

- **Develop newsletters**
- **Disseminate newsletters electronically**
- **SANBAG shall assist with the development of contents for the newsletter, and shall review and approve content.**

3.8 Electronic Communication

Email communication, or e-blasts, shall be utilized to quickly distribute electronic information to a large number of target stakeholders. This effective, low-cost option allows the immediate dissemination of general project updates as well as information on upcoming public Involvement opportunities. E-blasts will also be utilized for the distribution of newsletters, project materials and other general Project announcements.

CONSULTANT shall perform the following tasks:

- **Identify contents that must be distributed electronically**
- **Develop e-blast messages**
- **Disseminate e-blast messages to stakeholder database**
- **Document e-blast messages and share replies with SANBAG staff**

3.9 Social Media

CONSULTANT shall utilize existing SANBAG social media accounts, as appropriate, to enhance the distribution of information to project stakeholders and to offer an additional platform for two-way communication with project stakeholders. CONSULTANT shall create additional social media accounts as appropriate to maintain communication with the public. CONSULTANT shall also assist with the monitoring of comments on social media sites that may be pertinent to the I-10 and I-15 Corridor projects.

CONSULTANT shall perform the following tasks:

- Develop contents for posting on social media accounts
- Monitor and maintain social media accounts
- Coordinate all social media activities with SANBAG Public Information staff

3.10 Project Website

An official I-10 Corridor Project Web site has been developed to provide a dynamic platform to share the latest project information and encourage two-way communication with project stakeholders. CONSULTANT shall maintain, update and expand the existing I-10 Corridor Project website, and create a new project website for the I-15 Corridor Project. The websites should include but are not limited to: general project information, project newsletters and videos, CAG updates and minutes, events calendar, online surveys, links to project cities and stakeholder groups, and contact information.

CONSULTANT shall perform the following tasks:

- Maintain and update I-10 Corridor Project Web site contents for the duration of the Project
- Develop I-15 Corridor Project Web site (e.g., domain, interface, and layout)

3.11 Stakeholder Database

CONSULTANT shall ensure that all communication with stakeholders is organized and easily accessible. CONSULTANT shall maintain a comprehensive stakeholder database. SANBAG has established an initial stakeholder database during the development of the CAGs and during the initial public outreach process. CONSULTANT shall review, update, and maintain the database as additional stakeholders are identified throughout the extent of the I-10 and I-15 Corridor Projects.

CONSULTANT shall perform the following tasks:

- Maintain and update I-10 and I-15 stakeholder database

3.12 Public Hearings

Consistent with NEPA and CEQA requirements, up to two formal public hearings for each Corridor Project will be held to solicit public input for the Draft EIS/EIR. These meetings are expected to be held in convenient locations throughout the I-10 and I-15 Corridor Project area.

The PA/ED Team will have the lead in identifying and ensuring that the public hearings address CEQA/NEPA requirements. In support of the preparation and facilitation of the public hearings, the CONSULTANT shall perform the following tasks:

- Provide electronic public notification of meetings (e.g., E-blasts, Web site updates), social media tools (e.g., Facebook, Twitter), and coordinate advertisements
- Prepare and maintain the mailing list and stakeholder database
- Coordinate meeting notices through media, handouts, and bulletin boards, mailings, and flyer distribution
- Coordinate invited stakeholders/accommodation of all interested parties
- Facilitate, manage, and staff the meetings
- Arrange venue and meeting setup
- Ensure that meetings are held in locations that are convenient and are ADA and public transit accessible
- Arrange equipment, including audio/visual equipment and operational assistance
- Prepare collateral materials, speaker cards, agenda, and comment sheets
- Support the PA/ED team in developing poster boards, a PowerPoint presentation, and other project materials for the hearings
- Provide all language services, including live translation and translation of required handouts and informational brochures in English/Spanish and other languages as needed (these can include PowerPoint, presentation boards, signage, comment cards, agendas, sign-in sheets, fact sheets, flyers, and brochures)
- Coordinate meeting agenda topics, speakers, and presentation materials
- Arrange refreshments and snacks for meeting participants
- Document the meeting attendance
- Compile a meeting summary/wrap-up report for all meetings conducted, including outreach performed, meeting program/agenda, presenters, and comments received
- Prepare follow-up action list
- Provide court reporter/transcripts, as appropriate
- Assist with project Web page updates and maintenance
- Prepare an outreach summary report, which should highlight key elements of the outreach effort for the set of public hearings, including details on the aforementioned tasks and other information generated at the hearings. This information includes advertising, local media involvement, overall attendance at each meeting, attendance by elected officials or staff, key issues identified, logistical issues, and summary of comments.

3.13 Public Outreach White Paper

CONSULTANT shall prepare a summary white paper which summarizes and documents all tasks conducted during the performance of the WORK. This Public Outreach White Paper shall document issues of importance, agreement, and concern to the selected Alternative for each project, as voiced during the CAG meetings, briefings and public hearings for each corridor. This document should also include a review synopsis and make recommendations regarding areas of special social, political, and technical interest for use by SANBAG during the implementation of the selected Alternative for each project.

CONSULTANT shall perform the following tasks:

- **Develop and submit Public Outreach White Paper following completion of the environmental phase for the I-10 Corridor Project and following completion of the environmental phase for the I-15 Corridor Project.**



- 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: April 17, 2014

Subject: Request for Proposals (RFP) for Interstate 15 (I-15) Corridor Express Lanes Project Approval and Environmental Document (PA/ED)

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

Approve issuing Request For Proposal 14135 for the preparation of PA/ED documents for adding express lanes in each direction on the I-15 Corridor from the Riverside County line to State Route 210 (SR 210).

Background: At the December, 2013 Board meeting, approval was given to study the addition of express lanes along the I-15 corridor from Riverside County Line to State Route (SR) 395. Staff has been determined that it will be more efficient to complete the PA/ED phase in two segments. The first segment is from Riverside County Line to SR 210, with the second segment from SR 210 to SR 395. This determination was based on the current traffic congestion, construction schedule, and the environmental issues that need to be addressed. The first segment currently experiences congestion, the improvements are scheduled to be under construction in 2021, and the environmental issues that need to be addressed are minimal. Segment 2 congestion issues will be relieved with the completion of the I-15/I-215 Interchange Improvement project, the express lane improvements are not projected to be needed until after 2030, and with this segment passing through the national forest, there are many environmental issues that need to be addressed.

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

MVSS1404c-ds

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests%20for%20Proposals%20RFPs/RFP14135%20engineering.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests%20for%20Proposals%20RFPs/RFP14135%20environmental%20JV.docx>

This segmenting of the corridor is also consistent with the updated 10 year delivery plan.

By issuing this RFP, SANBAG would solicit proposals from consultants to prepare the required documents to obtain project approval and environmental clearance for this first segment project. Upon Board approval, this RFP will be issued with the goal of awarding a consultant contract by fall 2014. It is anticipated this work will extend for about three years, resulting in selection of a preferred alternative which could be carried forward into detailed design and construction. Study will be undertaken to look at adding two lanes in each direction along the I-15 corridor from the Riverside County line to SR 210. The interface with the Riverside County I-15 express lanes and ingress/egress to the express lanes will also be analyzed.

The PA/ED work will entail preliminary engineering and environmental study for an express lanes alternative. The preliminary engineering work will look at optimizing the geometrics of lane additions in each direction, the impacts to the existing corridor and required modifications, a cost estimate to incorporate this work, traffic studies to look at optimizing corridor operations, and coordination with other projects including the Riverside County I-15 corridor express lanes. The consultant will also coordinate with other studies and work being done for the I-10 corridor and the overall planning for these corridors.

The environmental clearance work for this project will consist of completing various technical studies and evaluating environmental impacts created by the project. Mitigation measures will be proposed to minimize these impacts. Technical studies will include evaluation of impacts to noise, biological resources, cultural resources, communities, right of way, hazardous waste, water quality, air quality, and sensitive use facilities. A document summarizing these studies will be provided to the public for review and comment prior to the final approval.

This PA/ED process is a necessary step in the development of a project to evaluate the impacts of a project, refine the conceptual design, develop a better cost estimate, and help coordinate with other proposed projects in the area. Staff recommends approval of the issuance of this RFP.

Financial Impact: This item is consistent with the proposed Fiscal Year 2014/2015 budget under Task Number 0852.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. The draft RFP and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Responsible Staff: Dennis Saylor, Project Manager

**SCOPE OF WORK FOR THE ADDITION OF
EXPRESS LANES
TO THE
I-15 CORRIDOR – PA/ED**

PART 1 – MANAGEMENT AND ENGINEERING

PROJECT DESCRIPTION/LOCATION

This scope of services between SANBAG and CONSULTANT is to develop Project Approval and Environmental Document (PA/ED) documents for the addition of express lanes in each direction on the I-15 Corridor between the SR 60 Interchange in Riverside County on the south and the SR 210 interchange on the north. These documents will include a minimum of two alternatives which include a no build alternative and an express lane alternative.

Alternative 1: No Build

The No Build alternative represents baseline conditions where no additional lanes are provided to I-15 between the SR 60 Interchange and the SR 210 Interchange. Compared to existing conditions, the No Build alternative assumes completion of interchange projects and mainline improvements along the I-15 corridor which have approved environmental documentation and programming.

Alternative 2: Express Lanes in each direction

The Express Lanes alternative is two added express lanes in each direction between the SR 60 Interchange and the SR-210 Interchange including auxiliary lanes as required. This alternative should be substantially consistent with the build alternative developed in the PSR/PDS.

COORDINATION

CONSULTANT shall coordinate with project stakeholders, which include among others: the Cities along the I-15 Corridor in the project limits, the County of San Bernardino, the County of Riverside, Caltrans, FHWA, SANBAG, resource agencies, and other CONSULTANTS under contract to SANBAG supporting the express lanes program.

STANDARDS

All project deliverables and related material shall be prepared in accordance with current Caltrans and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. All studies, reports and deliverables will employ US Customary units.

SCOPE OF SERVICES

The services to be provided includes the necessary tasks and activities that are required for obtaining Project Approval and Environmental Document (PA/ED). The scope of services includes project management, engineering, and environmental tasks, as described below. Any additional tasks or activities that become necessary as the project progresses which are not described herein or are not generally considered incidental to these tasks and activities shall be considered extra work and may be added to this scope of work subject to approval by SANBAG and the execution of a written amendment.

TASK 1.0 Project Management

CONSULTANT will provide project management and coordination during execution of the project, consisting of the following activities:

Project Controls & Administration

CONSULTANT will be the prime CONSULTANT and will execute subcontracts with sub CONSULTANT's and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements as identified in the contract. CONSULTANT will be the primary contact for SANBAG. Under this task, CONSULTANT will also address matters relating to the contract with SANBAG. This task will also include communication/coordination efforts by the Project Manager as part of the overall management of the project. See also Part 2 Scope of Work for Contract Administration.

PDT Meetings

Monthly Project Development Team (PDT) meetings will be held at SANBAG, or at Caltrans District 8 in San Bernardino. The purpose of these meetings will be to discuss and resolve project issues and coordinate activities. CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each meeting. CONSULTANT will lead these meetings and will prepare meeting minutes and electronically distribute them to the appropriate parties within five (5) working days after the meetings. CONSULTANT will provide hardcopies of meeting agendas and the prior meeting's minutes at each PDT meeting.

Stakeholder & Other Coordination Meetings

Individual focused meetings will be held with various agencies and stakeholders involved in the project. These may include State and/or Federal Resource agencies, FHWA, Flood Control and Water Conservation Districts, rail road and utility companies, and others. There may also be Geometric Workshops as required with Caltrans and FHWA. CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each stakeholder and other coordination meeting. CONSULTANT will attend these meetings as required and prepare meeting minutes and electronically distribute them within five (5) working days after each meeting in which it attends.

Scheduling/Progress Reporting and Invoicing

Progress reports will be prepared and submitted every month describing work accomplished during the reporting period, summary of meetings held, and discussion of outstanding issues and action items. The reports will also include any concerns or significant issues with recommendations for appropriate actions. A total of thirty-six (36) progress reports are anticipated. CONSULTANT will develop a detailed critical path logic (CPM) schedule for the project using Microsoft Project and update it monthly.

Cost proposal and contract budget shall be provided in a work breakdown structure consistent with Caltrans WBS Level 5. Budgets established for these activities may not be changed without prior written approval of SANBAG's project manager. Monthly invoices will include costs broken down by these activities and provide a percent complete on these activities for purposes of establishing earned value.

Quality Management

A project specific Quality Management Plan (QMP) shall be prepared and submitted by CONSULTANT to SANBAG for review and approval within 60 calendar days following Notice to Proceed. The QMP shall include processes and procedures to ensure that the final PA and ED submittals fully conform to the contract requirements. The content of the QMP shall include a detailed description of:

- Roles and responsibilities of the project staff, for the Quality Assurance (QA) and Quality Control (QC) processes, communications, and reporting to ensure that the Work conforms to contract requirements;
- Specific QC procedures, including descriptions of process steps for technical checking and engineering design verification;
- The processes for CONSULTANT QA assessments and monitoring of QC activities performed on all engineering and technical support for the documents prior to submittals;
- QC communications and documentation to be completed;
- ED submittal review comments tracking, response, resolution, and closure processes; and
- Document Control.

CONSULTANT's quality program shall be implemented in accordance with CONSULTANT's approved QMP. CONSULTANT's QMP shall be maintained and appropriately updated throughout the project. The Project Manager shall ensure that QC procedures are initiated at the start of the project, and that all CONSULTANT staff and subconsultants implement these procedures. The Project Manager shall be responsible to ensure that appropriate QC reviews are performed on deliverables submitted by the subconsultants.

Encroachment Permits

CONSULTANT will apply for and obtain all encroachment permits required by Caltrans, San Bernardino County, Riverside County, and/or the cities with jurisdictional limits within the project limits, in performance of the scope of work described herein.

Deliverables

- Meeting Agendas and Minutes
- Progress Reports and Invoices
- Schedule Updates
- Project Quality Management Plan, and revisions as appropriate
- Encroachment Permits

TASK 2.0 Preliminary Engineering

CONSULTANT will develop and evaluate the two alternatives (build and no-build) from the PSR/PDS.

2.1 Data Collection & Field Reviews

CONSULTANT will review information assembled and developed during the preparation of the PSR-PDS including but not limited to: as built plans, existing engineering reports and studies, right-of-way information, and any other existing information pertaining to the project. CONSULTANT will assess additional data needs required for preliminary engineering in support of the environmental document.

2.2 Design Surveys/Digital Mapping

CONSULTANT shall provide the following Survey and Mapping tasks for the preparation of the Project Report (PR) and Environmental Document (ED) for the proposed improvements to Interstate 15 for the project limits.

Task 2.2.1: Aerial Mapping – 50 Scale Option

Aerial mapping will be obtained centered on the apparent centerline of Interstate 15 beginning 500' south of the Cantu Galleano Interchange in Riverside County and continuing 500' north past the Sierra Interchange.

In conformance with Caltrans CAD mapping standards and specification, aerial mapping will be provided for the project corridor. Horizontal and Vertical aerial control panels will be set to meet aerial triangulation requirements. The mapping will be prepared to 1" = 50' scale with 1-foot contours and will be delivered in a Microstation v8 format.

The aerial mapping will be tied into the corridor control previously established in the PSR/PDS and any other being used by adjoining projects on the I-15 and I-10. These datums are the North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88).

The aerial mapping will be submitted to Caltrans Office of Photogrammetry in conformance with the ABC standards.

A digital orthophoto with 3" pixel resolution will also be prepared from the 50-scale imagery. The digital orthophoto will cover the same area as the aerial mapping limits centered on the apparent centerline of Interstate 15 for the project limits stated above.

Schedule: The aerial mapping will be delivered within ten (10) weeks of SANBAG issuing a written notice to proceed (NTP).

Task 2.2.2: Centerline and Right-of-Way Delineation

The centerline and record right of way of the Interstate 15 corridor through the project limits will be mapped. These lines will be computed from publicly available mapping from the County of San Bernardino, County of Riverside and Caltrans District 8.

Research will be performed with Caltrans District 8 and the Counties of Riverside and San Bernardino for existing centerline and right-of-way files and/or publicly available cadastral records in support of the centerline and record right-of-way of Interstate 15 and adjacent and intersecting rights-of-way along the project corridor as stated above. Existing centerline of the Interstate 15 will be requested from Caltrans. This centerline, as provided by Caltrans, will be verified in the field. If discrepancies in this centerline are discovered, they will be reviewed with Caltrans before a resolution is determined.

Field surveys will be performed to locate key monuments in support of the centerline verification and record right-of-way computations. The centerline and right-of-way will not be field surveyed. Only key monuments will be located in order to calculate record information and prepare a digital record Right-of-Way CAD file.

Base maps will be prepared at 1"=50' scale and will include said centerline and record right-of-way limits as well as underlying cadastral information, ownership information as

recorded with the Riverside and San Bernardino Counties Assessor's Office. All this data will be incorporated with the aerial mapping and delivered in a Microstation v8 format.

It is noted that no title research will be performed to complete this task. The right of way of the Interstate 15 and intersecting and adjacent rights of way will be computed from available mapping only (i.e. Parcel Maps, tract Maps, Records of Survey, and Right of Way maps).

Schedule: The record right of way base map will be delivered within eight (8) weeks of written notice to proceed.

Task 2.2.3: Supplemental Topographic Surveys

Supplemental topographic (topo) surveys will be performed as directed by SANBAG to locate large drainage structures, box culverts, bridge structures and other major features along the corridor to support the preliminary design studies of alternatives.

The topographic survey information will be plotted at a scale comparable to the aerial mapping in a Microstation v8 format.

Final Deliverables

- Aerial mapping in Microstation v8 DGN format
- Digital Terrain Model of Aerial Mapping in InRoads v8 format
- Land Net Base Map and Supplemental Topo in Microstation v8 DGN format
- Hard copy of survey field notes

Exclusions

- Boundary Surveys
- Records of Survey and Corner Records
- Setting of monuments

2.3 Drainage Studies

CONSULTANT will conduct a project drainage assessment which will include preliminary hydrologic analysis sufficient for the purpose of the environmental document. The scope will also include preliminary hydraulic analysis, sizing, and pricing of the cross-culverts/bridges along I-15 within the project limits, for the build alternative. The proposed cross-culverts/bridges will be sized to avoid significant impacts to the 100-year floodplain, including objectionable upstream headwater depths. Detailed hydrologic modeling is not required at this stage of design and hence is not included in the scope. CONSULTANT will visit the project site to assess the existing drainage patterns. CONSULTANT will evaluate historical flooding records, such as aerial photographs and high watermarks covering a span of several years. A preliminary hydraulic analysis will be conducted to estimate the size and cost of needed cross-culverts and/or bridges for the build alternative. The findings from this drainage study will be documented in a report. The report will address issues on the build alternative that will be included in the draft environmental document.

Deliverable

Draft and Final Drainage Study Report

Assumptions:

A total of two reviews for the Draft Drainage Study Report.

2.4 Traffic Modeling & Operational Analysis

The study area for the traffic analysis includes I-15 from SR 60 to the northern project limits, including the freeway mainline and ramps. The study area includes the arterial component of interchanges along I-15 between the SR 60 and the SR 210 interchange and the transition areas.

2.4.1 Data Collection

Existing geometrics will be collected for interchanges which will be impacted as part of the Project. Peak hour turning movements will be collected at the intersections associated with those interchanges. Lane configurations of the existing freeway mainline and merge and diverge points will be collected as necessary to augment information already available. 24-hour traffic counts will be taken on ramps within the project corridor for the purpose of identifying existing conditions and informing the development of the post-processing procedures to be applied to the traffic forecasting model output. Along with the 24-hour traffic counts, obtain mainline I-15 traffic count data from Caltrans. Based on existing count data, evaluate conservation of flow for existing count data to ensure an appropriate baseline for existing traffic analysis.

2.4.2 Traffic Forecasts

The San Bernardino County Transportation Analysis Model (SBTAM) will be used as the travel demand model for the I-15 PA&ED work. The model was developed consistent with the 2012 Regional Transportation Plan (RTP) and validated for 2008 conditions with a horizon year of 2035. SBTAM is currently being updated to reflect base year 2012 and future year 2040 conditions. CONSULTANT will input existing and future network characteristics for the baseline and alternative, including I-15 lane geometry, Express lane access/egress points, and assumptions on future network characteristics for other roadways that could affect I-15 traffic demand. The SBTAM socio-economic data (SED) assumptions will be based on the SED being developed for the 2016 Regional Transportation Plan (RTP), subject to approval by Caltrans District 8. Any modifications of the SED or variations from the 2016 RTP data set will be reviewed by SANBAG, CONSULTANT, and Caltrans District 8 prior to application in the model. CONSULTANT shall prepare model post-processor with base year count data to provide required data for traffic operations analysis.

In addition to traffic volumes for the existing condition, traffic forecasts for the morning and evening peak hours and daily conditions will be prepared for four scenarios:

- Opening Year No Project
- Opening Year Express Lane Project
- 2040 No Project
- 2040 with Express Lane Project

CONSULTANT will prepare forecasts for the Express lanes, the I-15 general purpose lanes, and all ramps and connectors along I-15 within the study area including turning movement volumes at intersections within or in close proximity and affecting traffic operations. CONSULTANT will complete the traffic forecasting for the I-15 Express Lanes alternative and ensure forecasts are reviewed for reasonableness and any issues are discussed and resolved. CONSULTANT will perform a baseline existing model run. CONSULTANT will evaluate validity of peak period and daily base year forecasts to existing count data throughout the I-15 corridor considering appropriate network refinements for validation purposes. Any refinements/revisions to SBTAM to ensure reasonable model results are obtained must be coordinated closely with SANBAG modeling staff. Additionally, the CONSULTANT will update the future baseline (No Project) network as necessary to ensure an appropriate level of detail is included in the model network throughout the corridor. Update baseline future network with project scenarios and summarize model output and traffic forecasts as appropriate to perform traffic operations analysis. CONSULTANT will obtain concurrence from Caltrans on future forecast volumes prior to application of forecasts for traffic operations analysis and continue coordination with SANBAG's consultants on forecast volumes throughout the environmental process.

CONSULTANT will prepare a draft and final Forecast Methodology Report and submit to SANBAG and Caltrans for review and approval prior to proceeding with the forecasting work. The report will present the method, tools, data, and assumptions to be used to develop the traffic forecasts. The draft and final reports will be reviewed by SANBAG prior to their submission to Caltrans. Comments from SANBAG and Caltrans on the draft report will be reviewed and addressed in consultation with both agencies and form the basis for revisions to be incorporated in the Final Forecast Methodology Report.

CONSULTANT will prepare a draft and final Forecast Volumes Report and submit to SANBAG and Caltrans for review and approval prior to proceeding with the traffic operations analysis. The report will include existing condition traffic volumes and present the forecasts for the four forecast scenarios identified above. The draft and final Forecast Volumes Report will be reviewed by SANBAG prior to their submittal to Caltrans. Comments from SANBAG and Caltrans on the draft report will be reviewed and addressed in consultation with both agencies and form the basis for revisions to be incorporated in the Final Forecast Volumes Report.

2.4.3 Traffic Operations Analysis

CONSULTANT will complete an operations analysis for the existing condition and future conditions for the peak hour of morning and evening traffic. Operations analysis will include mainline freeway LOS for freeway segments between interchanges and at merge, diverge, and weaving locations along the freeway mainline. Operations analysis for interchanges include ramp/arterial and nearby arterial/arterial LOS and queuing analysis, as well as ramp meter queuing analysis where appropriate. Nearby arterial/arterial intersection analysis will be conducted for intersections whose operations will affect interchange operations.

2.4.4 Accident Analysis

CONSULTANT will complete an accident analysis of the most recent three (3) years of accident data to be provided by Caltrans. The analysis is limited to the mainline of the freeway only, and interchange locations where analysis of ramps and ramp termini areas will be included. A report of the accident analysis will be provided as a section of the Traffic Report.

2.4.5 Draft and Final Traffic Report

A draft and final traffic report will be prepared summarizing the traffic operations analysis for the existing condition and the four future conditions. Extensive graphics and tables will be used to simplify the presentation of the information. The draft report will be submitted to SANBAG and Caltrans for review and comment in preparation for production of the final report.

Deliverables

- Base Year traffic count data summary
- Base Year traffic volumes
- Draft and Final Forecast Methodology Report
- Draft and Final Forecast Volumes Report
- Draft and Final Traffic Report

2.5 Sign Plan for express lane alternative

CONSULTANT will develop a sign plan for the build alternative. For the build alternative the sign plan will include signing appropriate to the Express Lanes component of the alternative, including informational signage related to tolls, access, and HOV occupancy requirements.

Deliverables:

- Sign plans for Express Lanes Alternative

2.6 Utility Coordination

CONSULTANT will identify the existing utilities affected by the project, and estimate costs associated with utility relocations for the build alternative. CONSULTANT will gather as-built information on the existing utilities in the project area from Caltrans and from the cities and/or utility owners with facilities along the I-15 corridor within the project limit. CONSULTANT will contact each of the utility companies in the area and obtain their plans for future facilities. This information will be utilized during refinement of project alternatives. Existing utility owner prior rights or needed agreements will be identified by CONSULTANT. CONSULTANT will identify conflicts and relocation requirements and will prepare an approximate cost estimate for the relocation.

Deliverables

- Preliminary utility location plans.
- Cost estimates for utility relocations.
- Conflict maps.

2.7 Geotechnical

Prepare Structure Preliminary Geotechnical Reports (SPGRs) for new Advance Planning Studies (APSs) within the project limits.

CONSULTANT will prepare the Reports in accordance with Caltrans publication entitled "Foundation Report Preparation for Bridge Foundations" dated December 2009 for the SPGR. Since fault rupture is an important design concern for structures along the subject I-15 corridor, fault rupture potential will be examined based on existing geologic and seismic data collected for this project and consistent with current Caltrans ARS curve requirements.

Any field work (such as trenching or geophysical survey) associated with any fault rupture investigation, if required, is not included in this scope of work.

Geotechnical Task Scope:

CONSULTANT will provide geotechnical support on the following design elements:

- Prepare a Preliminary Foundation Report (PFR) to support the APS for each bridge.
- Prepare a Preliminary Materials Report for the entire project.
- Provide geologic and seismic input to the environmental document.
- Conduct a fault rupture investigation to assess impacts on bridges as required.

Preliminary Foundation Report (PFR) to Support Advance Planning Study (APS)

CONSULTANT will prepare a Preliminary Foundation Report (PFR) for each bridge to support the development of the APS. The PFR's will be in a memorandum format acceptable to Caltrans following the requirements outlined in Caltrans Guidelines for Foundation Investigations and Reports dated December, 2009 or latest available at the time the task is initiated. No field exploration will be performed for this task.

For the PFR's, CONSULTANT will determine the causative fault and distance between the causative fault and bridge site using the 1996 or latest available Caltrans Seismic Hazard Map. The peak bedrock acceleration based on a maximum credible earthquake event and the resulting ARS curve will be developed per Caltrans Seismic Design Criteria (SDC) dated June 2006. Results of the fault rupture investigation, if available, will be included.

As-built data for the structures will be reviewed to develop an understanding of subsurface conditions and foundations used. Based on the available subsurface data, preliminary soil profiles and strength parameters will be developed for foundation analyses.

Based on the preliminary subsurface profiles and strength parameters developed for the structures, preliminary foundation sizes and lengths will be provided to the designers. Depending on the findings of the fault rupture investigation, we may need to supplement the above foundation data with existing foundation retrofit parameters such as axial and lateral capacities and stiffness coefficients; calculations may need to be performed to develop foundation retrofit alternatives for preliminary construction cost estimates.

The PFR will also include a section detailing the subsurface exploration program proposed for the structures. The section will include the number of borings proposed and anticipated depths of explorations.

Preliminary Materials Report

Caltrans requires Preliminary Materials Report (PMR, sometimes called Preliminary Roadway Geotechnical Design Report or PGR) for any project that includes new pavement or pavement widening within Caltrans right-of-way. CONSULTANT will prepare the PMR will be in a memorandum format consistent with Caltrans current guidelines and will include information such as the proposed improvements, existing pavement structural sections and new preliminary structural sections for widening and new roadway. The new section will be based on assumed designed R-values and Traffic Indices provided by Caltrans. CONSULTANT will provide as-built plans showing existing pavement sections. No field exploration will be performed for this task. It is anticipated that pavement deflection tests are not required during this early phase of the project and therefore are not included in this scope.

Geologic and Seismic Input to Environmental Document

CONSULTANT will prepare geologic and seismicity write-ups for the environmental document. Phase I (ISA) and Phase II investigation (if required) will be performed under separate cover.

Fault Rupture Investigation

The project area is within several densely clustered earthquake alignments such as the Fontana seismic zone and the San Jacinto seismic zone. The area is traversed by several known surface faults like the San Jacinto fault, and by poorly known faults such as the San Bernardino Valley fault. The most recent surface rupture of the San Jacinto fault is identified as an Earthquake Fault Zone (formerly an Alquist-Priolo Special Studies Zone). Little is known about these faults, partly because the area was settled and built over, obscuring most of the natural geomorphic features that could be used to prove or disprove that these faults are not active.

CONSULTANT shall Compile and review recent data and and shall also review recent aerial photographs which could suggest the presence of lineaments at proposed bridge sites.

CONSULTANT shall conduct an aerial photography analysis of structures using the earliest aerial photographs (1930s vintage) before the area was highly developed to determine whether there are lineaments that may represent active faults. If suspicious lineaments are discovered, CONSULTANT shall note findings to Caltrans and SANBAG and a plan for future work will be jointly developed.

In consultation with Caltrans and SANBAG, CONSULTANT shall develop a proposed work plan to further evaluate whether fault rupture is present. There would be discussion about the content of the work product and development of preliminary cost estimates for the work to be done. It is imperative that Caltrans concurrence on this fault rupture investigation is provided.

2.8 Preliminary Structural Studies (Advanced Planning Studies)

CONSULTANT will develop preliminary structures design(s) for the purpose of establishing reliable cost estimates and evaluating any potential environmental impacts for those structures identified for work in the PSR/PDS. The available existing data that are related to or would influence the design of the structures will be collected and reviewed. This includes hydrologic information, site seismicity, geotechnical information and reports, and right of way information.

Deliverables

- APS, preliminary foundation report

2.9 Right-of-Way Requirements

CONSULTANT will identify the right-of-way requirements associated with the express lanes alternative. Right-of-way information will be digitally overlaid on base maps and potential takes will be identified.

Deliverables

Preliminary Right-of-Way requirement maps.
Preliminary Right-of-Way Cost Estimates

2.10 Right of Way Data Sheets

CONSULTANT will provide Right of Way Data Sheets for the Express Lanes alternative and include the following information:

- Right of Way Cost Estimate
- Parcel Data
- Utility Facility Conflicts
- Railroad Facility Conflicts
- Identification of potential hazardous materials sites within project footprint
- Displacement requirements
- Identification of potential Borrow or Disposal Sites
- Potential relinquishments and/or abandonment's
- Existing and/or potential Airspace sites
- Estimated Right ofWay schedule and lead time

CONSULTANT will provide Information for the Utility facilities, Railroad facilities, borrow or disposal sites and Hazardous Materials portions of the Data sheet, and will provide right of way alignment maps for the Express Lanes alternative. The Design CADD files will be used to identify the proposed right of way requirements. The proposed right of way requirements will be used with the County assessor parcel information and comparative land values to determine estimated costs. Escalation factors and a narrative for the data sheet will be prepared and incorporated into the data sheet for each alternative.

Deliverables

- Right of Way Data Sheet for the Express Lanes alternative.
- Right of Way Cost Estimates

2.11 Geometric Plans & Alternatives Development & Refinement

CONSULTANT will prepare geometrics for two express lanes in each direction including auxiliary lanes as required on I-15 between SR 60 and SR 210 as defined in the PSR/PDS.

CONSULTANT will continue to refine the build alternative from the approved PSR/PDS based on comments received through the project development process. Layout sheets at 1"=100' scale will be prepared for the build alternative. Preliminary horizontal and vertical alignments, cross sections at every 100 feet, typical sections, construction staging/detour concept-drawings, will also be prepared.

Task 1- Geometric Studies

CONSULTANT shall prepare the geometric studies which shall include evaluation of standard and reduced width pavement configurations based on existing constraints, such as right-of-way and structures. The potential for two (2) express lanes in each direction with standard pavement widths will be evaluated and "point restrictions" identified where reduced pavement width may be required. CONSULTANT will identify potential alternatives for accommodating standard lane widths, such as shifting the centerline of I-15, constructing retaining walls, and acquiring right-of-way. Based on comments from SANBAG and Caltrans, a revised 2-lane express lanes alternative will be developed with realignment and localized reduced pavement width where required. A proposed 2-lane express lanes alternative will then be developed based on refinement of the preliminary geometrics. The approximate location of concrete barrier, retaining walls, sound walls, and line of cut/fill catch slopes will be developed for the proposed alternative. Geometric study includes widening of the mainline and realignment of ramps at interchanges as required. Similar geometric study will be required of the extension of the express lanes north of the SR 210 interchange to the northerly project limits.

CONSULTANT will prepare preliminary traffic designs for the build alternative, including, proposed lane configurations at ramp intersections, exit and entrance ramp designs, and truck turning templates at intersections at the interchanges, as appropriate.

Deliverables Preliminary Traffic Design for intersections associated with the local interchanges that may be impacted by the express lanes alternative.

Task 2 – List of Design Exceptions

CONSULTANT will develop a list of Mandatory and Advisory design exceptions for the express lanes for use in evaluating alternative geometrics.

Task 3 – Cut Sheets

CONSULTANT will develop cut sheets of the proposed alternative on 11"x17" sheets at 200-scale as attachments to the Draft Project Report.

Deliverables

Preliminary design drawings for the build alternative to be used for analysis of project impacts to be assessed and documented within the environmental document.

Deliverables – Build Alternative: Express Lanes

- o Preliminary, revised, and proposed geometric plans

- Preliminary profiles of interchange ramps, freeway connectors, CD ramps, and local streets
- Preliminary typical cross sections for mainline and ramps
- List of Mandatory and Advisory Design Exceptions
- 11"x17" cut sheets for plans, profiles, and typical cross sections (1"=200')

Assumptions:

- Caltrans will review and comment two (2) times and then a final roundtable review, if necessary, once on the preliminary geometrics and once on revised geometrics
- Profile and superelevation diagrams of I-15 mainline required as necessary.

2.12 Cost Estimates

CONSULTANT will develop a construction and Right of Way cost estimate for the express lane alternative, leading to the selection of a Preferred Alternative. Cost estimates will be prepared in accordance with the Caltrans Project Development Procedures Manual for projects at the PAVED phase.

Deliverables

Construction and Right of Way cost estimate

2.13 Preliminary Transportation Management Plan (TMP)

CONSULTANT will establish TMP strategies and estimate their respective costs and prepare a preliminary TMP. The TMP and TMP cost estimate will be performed for the express lane alternative. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the project stakeholders, including the cities along the I-15 corridor within the project limits. CONSULTANT will coordinate with Caltrans and will update the TMP Data Sheet.

Deliverables

Preliminary Transportation Management Plan (TMP)

2.14 Storm Water Data Report

CONSULTANT will evaluate storm water strategies and will prepare a preliminary storm water data report in accordance with Caltrans requirements to document these strategies. It is anticipated that a 'Long Form' Storm Water Data Report (SWDR) will be prepared for the Express Lane alternative.

Deliverables

Preliminary Storm Water Data Report (SWDR) for the Express Lanes alternative.

2.15 Design Exception Fact Sheets

CONSULTANT will identify nonstandard design features based on the Design Checklist (DIB 78-03) and prepare Fact Sheets for exceptions to Advisory and Mandatory design standards. CONSULTANT will prepare draft, and final Advisory Fact Sheets and Mandatory Fact Sheets in accordance with Caltrans Project Development Procedures Manual.

Scope

Format of the document "Fact Sheet Exceptions to Mandatory Design Standards" will be based on Caltrans Design Memorandum originally signed by Robert L. Buckley, dated September 25, 2000 and per current Caltrans standards.

Advisory Fact Sheets and Mandatory Fact Sheets will be submitted for each GAD and Design Checklist as listed in the following section, Section 2.16 Geometric Approval Drawings (GAD's).

Methodology

Justification for exception to nonstandard design features is an iterative process requiring coordination and collaboration with Caltrans and FHWA. CONSULTANT will implement the following methodology for documentation of nonstandard design features of the Express Lanes alternative:

- o Develop and submit Draft Advisory Fact Sheets and Draft Mandatory Fact Sheets, and meet with SANBAG, Caltrans and FHWA to identify issues and concerns
- o Prepare and submit Revised Draft Advisory Fact Sheets and Revised Draft Mandatory Fact Sheets,
- o Prepare and submit Final Advisory Fact Sheets and Final Mandatory Fact Sheets for circulation and signatures with Caltrans

Deliverables

Draft and Final design exception Fact Sheets

2.16 Geometric Approval Drawings (GAD's)

CONSULTANT will prepare a set of Geometric Approval Drawings (GAD's) as described in Caltrans District 8 QC/QA Guide for GAD procedures. The GAD's will include plans, typical sections, profiles, superelevation diagrams, and traffic volume exhibits for most of the project. GAD's will include only plans where only striping modifications are proposed. Geometric approval plans, profiles and superelevation diagrams will be presented on strip maps at a scale of 1"=200'.

Scope

CONSULTANT will prepare layout sheets including plan, typical sections, and traffic volume exhibits. Layout plans will include the following:

- o Dimensions for lane, shoulder and buffer width
- o Limits of cut and fill with side slope annotation
- o Location of retaining walls
- o Existing and Proposed Right of Way

Each submittal of Revised Draft and Final GAD will include a completed Design Checklist as described in Caltrans Design Information Bulletin 78-03.

Deliverables

Draft, Revised Draft, and Final GAD's
Revised Draft and Final Design Checklist

Assumptions:

It is assumed that Caltrans will review and comment (2) times, once on the Draft GAD's and once on the Revised Draft GAD's. If more than (3) submittals of GAD's are required, additional submittals will be considered extra work.

Geometric approval documents are based on the scale of 1" = 200'. Preparation of geometric approval documents at the construction documents plan scale of 1" = 100' (11" x 17") will be considered extra work.

Profile and superelevation diagrams will be prepared for interchange ramps, freeway to freeway connectors, and collector-distributor ramps. Profile and superelevation diagrams for the I-15 mainline will only be prepared in locations where realignment of the mainline is required as determined during Task 2.10, Geometric Plans & Alternatives Development & Refinement, and will be considered extra work.

Direct Toll Connectors (freeway to freeway) at the I-10 / I-15 interchange have not been included in this scope of work for either the Engineering or the Environmental tasks.

It is assumed that Caltrans will review and comment two (2) times, once on the Draft GAD's and once on the Revised Draft GAD's. If more than (3) submittals of GAD's are required, the additional submittals will be considered extra work, unless the additional submittals are the result of the CONSULTANT not adequately addressing Caltrans previous comments.

2.17 Modified Access Report

CONSULTANT will prepare a Modified Access Report (MAR) covering the project limits. It is anticipated a MAR will be prepared for FHWA conceptual approval and a final MAR will be submitted for approval after environmental clearance is obtained. CONSULTANT will be responsible for preparing document, addressing comments from all reviewers, and submitting final conceptual and final versions for signatures.

Deliverables

Conceptual MAR
Final MAR

2.18 Draft Project Report

CONSULTANT will develop text, exhibits and cost estimates required for the preparation of the Draft Project Report (DPR), and will prepare a preliminary DPR in accordance with Caltrans Project Development Procedures Manual. Copies of the preliminary DPR will be circulated for comments and review. Comments received will be addressed and a final DPR will be resubmitted and circulated for signatures.

Deliverables

Preliminary Draft Project Report
Draft Project Report

2.19 Project Report

After the distribution of the Draft Project Report (DPR) and Draft Environmental Document (DED), CONSULTANT will prepare a draft final Project Report (PR) to document the selection of the preferred alternative and to update the cost estimate. A

draft final PR will be circulated for comments and review. Comments received will be addressed and a final PR will be resubmitted and circulated for signatures.

Deliverables

Draft Final Project Report
Final Project Report

2.20 Value Analysis

It is anticipated that a Value Analysis (VA) study will be performed for this project per Caltrans and FHWA guidelines. It is assumed that the VA procedures, the identification of the VA team, conducting the analysis, and preparing the draft and final VA report, would be completed by Caltrans. CONSULTANT will provide the services of the Project Manager, one Senior Specialist, and one Project Engineer for a period of three (3) days to participate in the VA team meetings. CONSULTANT will also provide the services of the Roadway Lead Engineer for one (1) day to participate in the VA team meeting. CONSULTANT will also provide copies of project information and data that will be available at the time the VA study will be conducted.

Assumptions:

- Three days participation for PM, Senior Specialist, Project Engineer
- One day participation for the Roadway Lead Engineer

Deliverables

- Project Information material (Plans, Estimates, Presentation Boards, etc.)

2.21 Construction Staging

CONSULTANT will prepare preliminary construction staging concept drawings for the build alternative that show the sequence of operation, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, detours, and the number of traffic lanes available for public traffic.

Deliverables

Preliminary Construction Staging Concept Drawings

2.22 Railroad Coordination

CONSULTANT will provide the services of a senior specialist to serve as the railroad coordinator, to act as a direct liaison with the UPRR and BNSF railroad companies, and with Caltrans Office of Structures Design (OSD). The railroad coordinator will assist in determining the level of involvement of the railroad companies, and will request railroad conceptual approval of the proposed geometrics at locations where railroad involvement is necessary, for both build alternatives.

OTHER OPTIONAL SERVICES- The additional services identified below may be requested by SANBAG. Any additional work will be authorized in writing by SANBAG and an amendment will be issued based on the terms in the contract.

Other Service 1 – Project Management Plan and Financial Plan

CONSULTANT will prepare a draft Project Management Plan and a draft Initial Financial Plan pursuant to the current FHWA guidance for the Build Alternative identified as the preferred alternative.

Deliverable:

Draft Project Management Plan
Draft Initial Financial Plan

Other Service 2 – Express Facility Concept of Operations Plan and Simulation Modeling

CONSULTANT shall develop an Express Facility Concept of Operations Plan (ConOps Plan) in conjunction with the geometric layout plans for the build alternative, which shall identify the proposed operations of the Express Facility including toll collection method(s), toll policies, necessary tolling equipment, toll and occupancy enforcement method(s), access to the Express Facility from the general purpose freeway lanes and at direct connectors, roles and responsibilities of Caltrans, SANBAG, CHP, and other agencies in operation of the express lanes. The ConOps plan will be prepared in such a way that it meets the FHWA requirement for a Conceptual Intelligent Transportation System (ITS) Plan.

CONSULTANT shall coordinate with SANBAG's CONSULTANT (CD Smith) which will be preparing a Level II toll revenue generation estimate for the Express Facility component of the build alternative.

An operational simulation of the I-15 corridor will be developed using a baseline VISSIM model developed for preliminary corridor studies by SANBAG. The I-15 VISSIM model will be applied to analyze the Express Lanes transition areas, intermediate Express Lanes lane access areas, and the transition areas from a single express lane to dual express lanes in each direction where, if, they occur. CONSULTANT will incorporate simulation modeling results and analysis into the traffic report as appropriate.

Deliverable:

- Express Facility Concept of Operations Plan (Draft and Final, 10 copies each)
- VISSIM Simulations

Other Service 3 – Expression of Interest Application to FHWA

CONSULTANT shall prepare for review by SANBAG and review and submission by Caltrans to FHWA, the Expression of Interest in Tolling Authority application required to pursue a toll project on an Interstate Highway, as well as the consequent Memorandum of Understanding required between FHWA and Caltrans.

CONSULTANT shall also prepare, as directed by SANBAG, a Concept Paper, Application, and Early Development Agreement under the FHWA Special Experimental Project Number 15 (SEP-15) for submission by Authority and/or Caltrans to FHWA in the event that SANBAG determines to pursue construction using an experimental contractual arrangement as defined by FHWA.

Deliverable:

- Expression of Interest and Agreement for tolling authority
- Concept Paper, Application, and Early Development Agreement under the FHWA Special Experimental Project Number 15 (SEP-15)

Other Service 4 – Preparation of Bid Documents for Design-Build Contract

CONSULTANT shall prepare a bid package for purposes of advertising a design-build contract. Package shall include sufficient technical requirements for purposes of establishing the baseline bid alternative, along with bidding requirements, details, and other such requirements as needed from SANBAG, Caltrans, and FHWA to satisfy advertising requirements for procurement of a large design-build contract. This package will be based on anticipated funding from Federal, State, and local sources. CONSULTANT will support the advertising phase as needed including answering bid questions, review and evaluation of Alternative Technical Concepts (ATC's), and support evaluation of proposals as required by SANBAG.

Deliverable:

- Bid package for design-build contract

Other Service 5 – Field investigation and Report for Fault Rupture

CONSULTANT shall provide field investigation and a report of that work should the results of the investigation work in task 2.7 above result in an approved work plan that requires field investigation. This work shall include, but not be limited to required field work including trenching and preparation of a report documenting the findings and providing recommendations for how fault rupture should be accommodated on the project.

**SCOPE OF WORK FOR THE ADDITION OF
EXPRESS LANES
TO THE
I-15 CORRIDOR – PA/ED**

**PART 2 – ENVIRONMENTAL SERVICES AND CONTRACT
ADMINISTRATION**

CONSULTANT shall provide both technical and administrative environmental services consistent with obtaining the necessary environmental approvals. Additionally CONSULTANT will be required to provide on-call environmental services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to clearing the project environmentally, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT's opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that defines the basic schedule and work tasks.

ENVIRONMENTAL DOCUMENT AND GENERAL ACTIVITIES

CONSULTANT shall follow a work process that ensures the objectives of all stakeholders including local, state, and federal agencies are met. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities.

- Preparing an Environmental Assessment (EA)/Initial Study (IS).
- Publishing applicable notices and/or sending notices to various agencies and other interested parties.
- Developing a detailed project description/scope definition of the environmental document.
- Preparing and circulating the draft environmental document.
- Publishing various notices and filings of the draft environmental document
- Participating in various public meetings, as required.
- Responding to comments on the draft environmental document.
- Finalizing the environmental document.
- Publishing of various notices and filings of the final environmental document.
- Providing support through final agency decision and project certification.
- Providing support for any required or desired coordination meetings, and activities, including monthly PDT meetings and public meetings.

The environmental document will include various chapters, sections, studies and appendices according to the Caltrans Environmental Reference and handbooks. Information included for the document may be gathered from many sources as well as studies and analyses that CONSULTANT may perform. The following is a listing of the content that may be included in the document. CONSULTANT should be aware that the environmental document may require additional information to what is presented in the following:

- Summary section which may include information on project location and background, the current environmental setting, agency coordination, project alternatives and discarded alternatives, project purpose and a summary of impacts.
- Statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- A section on the locally preferred alternative and how it was selected.
- A chapter on the affected environment which may include information on aesthetics, geology, soils analysis, hydrology, flood plains, wetlands, cultural resources, air quality, noise, land use, parks, hazardous waste, traffic circulation and socioeconomic aspects. Additionally, the environmental consequences (effects) and mitigation measures of the foregoing should be addressed. CONSULTANT may also be required to address cumulative impacts and growth inducement.
- CONSULTANT must also be aware of any and all other CEQA specific and CALTRANS SER requirements.
- The environmental document may also include information on agency/organization and public consultation, persons that were involved with the environmental document preparation, technical appendices, a list of required permits, a bibliography and index.
- Existing Land Use Inventory
- Biological survey/inventories
- Inventory of section 4 (f) properties
- Existing housing surveys
- Public services surveys

TECHNICAL STUDIES

CONSULTANT may be required to perform technical studies and/or review data including but not limited to the following:

- Environmental work plan with study assumptions for PDT/CALTRANS review
- Air quality
- Hazardous waste including asbestos and ADL
- Noise, including noise study and NADR (if applicable)
- Biological resources
- Cultural resources
- Paleontological resources
- Water quality
- Visual impact study including preparation of visual simulations and exhibits
- Potential effects of the project on sensitive, threatened or endangered species
- Environmental checklist with written narrative, which may include analysis to impacts to physical, biological, and social/economic effects.
- As-built plans of existing infrastructure
- Geologic and seismic data for the project area
- Hydrology and drainage information
- Caltrans QA/QC forms

Submittal of Studies, Reports and other deliverables

1. All deliverables shall be prepared in accordance with CALTRANS and FHWA standards and will be provided to SANBAG for initial peer review. CONSULTANT shall submit peer reviewed deliverables to CALTRANS.
2. CONSULTANT shall be responsible to perform an appropriate level of Quality Control (QC) on all deliverables and supporting work including internal reviews, checking and verification throughout the development, in accordance with CONSULTANT's approved project Quality Management Plan (QMP). The CONSULTANT Quality Manager shall conduct assessments and monitor the performance of the QC performed by the project team, to ensure that the Work conforms to contract requirements.
3. CONSULTANT shall respond to all comments received from SANBAG, FHWA and CALTRANS and resubmit deliverables as directed.
4. CONSULTANT shall support any and all studies, analyses and requirements needed to successfully complete the environmental requirements of the project.

FURNISHED MATERIALS

SANBAG will provide CONSULTANT with a copy of the I-15 PEAR prepared by Parsons Brinkerhoff dated _____.

ADMINISTRATION-PARTS 1 AND 2:

SANBAG Project Management and Administration

- A. As part of their management activities for CONSULTANT Management, Engineering, and Environmental Services, SANBAG shall:
 1. Conduct ongoing reviews of CONSULTANT's progress and performance in performing the work and furnish technical comments in a timely manner.
 2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
 3. Coordinate the distribution of public information.
 4. Review CONSULTANT's QMP and CONSULTANT's adherence to its QMP.
 5. Provide focal-point contact for all questions, requests, and submittals.
 6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.
8. Receive and review monthly progress reports from CONSULTANT.
9. Review with consultant, requests for change orders and/or extensions of time when such requests are determined to be necessary.
10. Have final review and approval over all contractual payments and changes.

Submittal and Review

- A. Reports and engineering deliverables prepared by CONSULTANT shall be submitted in draft form to SANBAG for peer review and edit prior to submittal to CALTRANS. CONSULTANT shall make peer review changes or provide an explanation as to why a change is not made, for review by SANBAG prior to submittal to CALTRANS.
- B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANT'S contract in accordance with the provisions entitled "Termination" included in this Contract.



- 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: April 17, 2014

Subject: Interstate 215 (I-215) Mount Vernon/Washington Interchange Improvement Project

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

1. Approve deleting the I-215 Mount Vernon Avenue/Washington Street Interchange project from the Measure I Valley Freeway Projects program; and
2. Approve adding the I-215 Mount Vernon Avenue/Washington Street Interchange project to the Measure I Valley Freeway Interchange program; and
3. Approve waiving Policy VFI-12 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy stipulates that the total public share for interchange projects within the sponsoring agency's jurisdiction shall not increase with the addition of a project; and
4. Terminate for Convenience Contract No. C12214 with TranSystems Corporation, for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Avenue/Washington Street Interchange project.

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.
 MVSS1404a-pb
 Attachment: MVSS1413a-bmf

Background:

The purpose of the I-215 Mount Vernon/Washington Interchange Improvement Project is to reconstruct the interchange in order to accommodate the ultimate freeway widening and improve traffic operations of the interchange.

In 2009, the Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a Project Study Report-Project Development Support (PSR-PDS) was prepared and was approved by the California Department of Transportation (Caltrans) on March 6, 2013.

On August 1, 2012, the Board approved Contract No. C12214 with TranSystems Corporation to complete the Preliminary Engineering and Environmental Document (PA&ED), for a lump sum amount of \$2,890,365.

At the Board of Directors Metro Valley Study Session on March 13, 2014, an item was presented that recommended an increase to the consultant's contract amount for work completed that was beyond the intent of the contract scope. The work was completed without authorization of the SANBAG Board. During the discussion of the presented item, the question was raised whether the subject interchange project should still be included in the Valley Freeway Program. The Study Session members requested that the SANBAG Officers meet with staff to discuss in more detail the background provided at the March Metro Valley Study Session meeting, discuss ways to prevent the unauthorized expenditures of funds from occurring, and to provide direction on the development of the interchange project (the March 13, 2014 agenda item is attached). The direction the Officers provided established the following recommendations to be considered by the Metro Valley Study Session.

Recommendations 1, 2 and 3: The I-215 Mount Vernon Avenue/Washington Street Interchange project was originally included in the freeway program because the overcrossing structure needed to be replaced to accommodate the ultimate freeway mainline widening, which included two additional lanes in each direction. The interchange project was separated from the mainline in an effort to expedite the completion of the interchange improvements. Staff substantiated the above information by reviewing the document history of the project.

In 2009 the mainline project was "right-sized" to only include one lane in each direction. With the reduced project, the replacement of the structure is not necessary. Given this, the SANBAG Officers recommended the I-215 Mount Vernon Avenue/Washington Street Interchange project be removed from the Measure I Valley Freeway Program and be included in the Measure I Valley Freeway Interchange Program. In addition, the Officers recommended that Policy VFI-12 be waived for this Interchange project. Policy VFI-12 states, "No new project shall be added to the Valley Freeway Interchange Project List included in

the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action."

Recommendation 4: Preliminary analysis found that the subject interchange project will not rank high enough in the interchange priority list to warrant the development of the project. Given this, it is recommended that the contract with TranSystems be terminated for convenience. The contract allows SANBAG to terminate the contract without cause.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task No. 0845.

Reviewed By: This item was reviewed and recommended for approval by the SANBAG Officers on March 28, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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San Bernardino Associated Governments

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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

Minute Action

AGENDA ITEM: 6

Date: March 13, 2014

Subject: Interstate 215 (I-215) Mount Vernon/Washington Interchange Improvement Project

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

1. Approve Amendment No. 1 to Contract C12214 with TranSystems Corporation for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Washington Interchange Improvement Project increasing the contract amount by \$574,124 for a total contract amount of \$3,464,489; and
2. Approve a 5% contingency to Contract No. C12214 for an amount of \$173,300.

Background: The purpose of the I-215 Mount Vernon-Washington Interchange Improvement Project is to reconstruct the interchange in order to improve traffic operations, increase capacity, and reduce congestion at the ramp intersections, thereby providing adequate access to and from facilities served by the interchange.

In 2009, the Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a Project Study Report-Project

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.
 MVSS1403a-bmf

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProcess%20Files%20%202014/C12214-1.docx>

Development Support (PSR-PDS) was prepared and was approved by the California Department of Transportation (Caltrans) on March 6, 2013.

On August 1, 2012, the Board approved Contract No. C12214 with TranSystems Corporation to complete the Preliminary Engineering and Environmental Document (PA&ED) for a lump sum amount of \$2,890,365.

Recommendations 1 and 2: Through the PSR-PDS process, five alternatives, including a "no-build" alternative, were developed by the Project Development Team (PDT) made up of the stakeholders including Caltrans, SANBAG, and the City of Colton. In the PSR-PDS phase, the PDT recommendation was to drop two alternatives due to poor traffic operations, increased accident risk and driver confusion, high construction cost, an increase in the number of structures, earthwork impacts to the hillside located southeast of the interchange, and right-of-way impacts to major properties on the east side of I-215. For these reasons, the PDT elected to move forward with a recommendation for the no-build alternative, Alternative 1, and two build alternatives, Alternatives 2 and 5, which were presented in the approved PSR-PDS. Accordingly, the original scope of work for the Preliminary Engineering and Environmental Document contract with TranSystems Corporation assumed that the project team would study these two build alternatives in the Project Report and Environmental Document.

During the early stages of the PA/ED, it was discovered that the alternatives considered and evaluated during the PSR-PDS phase, were not fully supported by the City of Colton. Colton raised a concern that Alternative 2 was inconsistent with their long range plan for improving Washington Street as a major east-west thoroughfare with future connection to La Cadena Drive to the west. To address the City concerns, an Alternative Evaluation Workshop team, consisting of representatives from the City of Colton, Caltrans, and SANBAG, was formed to review the viability of the two build alternatives that were recommended in the PSR-PDS, and to study new alternatives that could address the needs of both Caltrans and the City of Colton. Alternative 2 was evaluated and discounted by all team members due to its impact on the sensitive habitat along the Colton/Grand Terrace slope and an SCE 115 KV transmission tower. Alternative 5 (with three proposed bridges across I-215) was also studied and found that it would reduce the weaving distance along southbound I-215 between the interchange and I-10 by more than 1,500 feet, which impaired freeway mainline operations. This alternative also impacted an SCE transmission tower and the 48" City of Riverside water line. The group was split on the viability of this alternative. As a result of the growing issues with Alternate 2, Transystems presented Alternate 6. The PDT unanimously concurred with moving this alternative forward for further study because it minimized impacts to environmental habitat, businesses, and utilities. In addition to these findings, the

stakeholders at this workshop requested that the consultant further examine additional configurations on the northbound side of the interchange, including a partial cloverleaf and a diamond, and an additional diamond configuration on the southbound side of the interchange. When combinations of these configurations were assembled together into alternatives, the project now had developed Alternatives 6, 7, 8, 9, and 10 for study.

In an effort to focus the PDT and move the project forward, an Alternative Analysis Summary Document was produced. This extensive analysis evaluated each alternative and design variations on the alternatives. For each alternative, vertical and horizontal geometrics were developed and evaluated to determine needed mandatory and/or advisory design exceptions. Preliminary traffic modeling was performed to determine benefits to traffic operations, full and partial right-of-way impacts for each alternative were identified by parcel, and the associated right-of-way costs were estimated. In addition, each alternative (and associated variations) was evaluated for environmental impacts and utility conflicts. Finally, cost estimates were produced for each alternative. Based on the analysis completed, the PDT decided to continue studying two alternatives – Alternative 6 and 10.

In October 2013, the SANBAG Board members representing the Cities of Colton and Grand Terrace met with SANBAG staff to share their interest in minimizing the impacts to the businesses, including the Christian Center Academy, and the Colton Courtyard Shopping Center. The City representatives were very concerned about the impact to the City's revenue if these businesses are displaced. Additionally, they expressed interest in including improvements to South Mount Vernon Avenue to address the continual maintenance issue of surficial debris slides on to the roadway. This meeting generated another alternative, Alternative 11. This alternative proposed connecting South Mount Vernon across I-215 to San Antonio Drive with a connection to RV Center Drive.

SANBAG has brought in legal and commercial real estate experts to evaluate the right of way effects on Alternatives 6, 10, and 11. On an individual alternative basis, impacts to business access, parking, and relocation was studied by the experts along with the viability of the Colton Courtyard Shopping Center. SANBAG staff shared the findings with both City's staff and elected representatives. At this juncture, we are continuing to work with the City's staff and our consultant team to finalize the alternatives that will be evaluated through the environmental process.

The extensive preliminary evaluation of eight alternatives (and their variations) resulted in the selection of alternatives that best meet the two major purposes of the project, improve circulation while minimizing impacts to private property,

Board Metro Valley Study Session Agenda Item

March 13, 2014

Page 4

which will help ensure that SANBAG's investment is in the best interest of the region and the local agencies. The evaluation of the alternatives has taken approximately one year and a lot of resources. As a result the contract budget will need to be augmented. Contract C12214 is a fixed fee contract with a fixed scope. The evaluation of the additional alternatives was beyond the contract scope. For this reason, staff is requesting an amendment to increase budget by \$574,124 for a total contract amount of \$3,464,489.

A contingency is requested to cover some potential but unknown tasks such as biological studies and coordination with SCE. Until the road alignments are further defined, it is not known if these tasks will be needed. The contingency requested is 5% in the amount of \$173,300.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget. Task No. 0845.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contracts Administrator have not approved this item and Draft Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



- 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: April 17, 2014

Subject: Interstate 215 (I-215) Segment 3 Landscaping Replacement Project

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

1. Approve a Cooperative Agreement C14120 with the State of California Department of Transportation for construction of the I-215 Segment 3 Landscaping Replacement Project; and
2. Authorize advertisement of Request for Proposal 14129 for Construction Management Services for the I-215 Segment 3 Landscaping Replacement Project with options to manage future projects on Segments 1, 2 and 5 as design is completed and projects are ready to advertise. It is anticipated design of future projects will be completed at 6 month intervals with no more than two projects in construction at any time.
3. Authorize the Executive Director to execute a purchase order in an amount not to exceed \$100,000 for constructability review and preconstruction services.

Background: These are new Agreements and approvals required to proceed with the construction of the Interstate 215 Segment 3 Landscaping.

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MVSS1404-bmf

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C14120.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests%20for%20Proposals%20RFPs/RFP14129%20Scope%20of%20Work.docx>

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

Design is complete on Segment 3, the most southerly segment from Orange Show Road Overcrossing north to the Lytle Creek Channel Undercrossing and federal funding has been identified for the construction of this first segment. Staff is requesting approval of Cooperative Agreement C14120 with Caltrans for construction of Segment 3 whereby SANBAG is the sponsor, funding partner, and implementing agency for construction capital and support.

Recommendation 2: SANBAG is requesting authorization to solicit proposals from qualified firms to assist SANBAG with Construction Management Services for the I-215 Segment 3 Landscape Construction Project and establishment of existing planting in the City of San Bernardino from Orangeshow Road to the Lytle Creek Channel Undercrossing ("Project"). SANBAG shall maintain the option to amend this contract to include construction management services for three (3) additional segments (segments 1, 2 and 5) along the I-215 corridor. Caltrans Landscape Design plans to release these projects at 6 month intervals. It is anticipated these segments will be ready to list over the next two years with no more than two projects under construction at any given time. This RFP will follow federal guidelines and the award of the contract is contingent upon Caltrans' issuance of a Conformance Letter and correction of any noted deficiencies, as required by Caltrans' Local Assistance Procedures Manual.

Recommendation 3: State or Federally funded Architectural or Engineering contracts are subject to audit. Because federal funds are programmed on this future construction management contract, a pre-award audit is required and can be a lengthy process. The purpose of the requested purchase order would allow a consultant to perform constructability review and preconstruction services prior to the execution of the contract between the firm and SANBAG. The services performed by the firm under the purchase order will not be provided or compensated under the contract, once executed.

The required pre-award audit takes place after the SANBAG audit of the firm's indirect cost rate and entails providing documentation that support certification of the accuracy of the consultant and subconsultant indirect cost rates and the adequacy of their financial management systems. In addition, SANBAG must submit copies of the proposed contract and additional supporting documentation to Caltrans Audits and Investigations for review in conformance with

requirements outlined in the Local Assistance Procedures Manual. After a consultant and agency documentation submittal, Caltrans will review and issue a Conformance Letter within 30 days, noting deficiencies, if any. However, the construction management contract cannot be executed until the Conformance Letter is issued. Therefore, this purchase order is important because it allows necessary preconstruction activity to occur and avoids delay to the advertisement and award of the construction project.

Financial Impact: This item has no impact on the Fiscal Year 2013/2014 budget.

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

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 14120 Amendment No. _____

By and Between

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

Contract Description Cooperative Agreement for I-215 Segment 3 Highway Planting Restoration with One year of Plant Establishment and Four years of Plant Maintenance

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve Cooperative Agreement
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Contract Start Date May 7, 2014	Current Contract Expiration Date November 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0838</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? <u>N/A</u>					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
<input 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 _____ %	

<u>Tim Kiekover</u>	<u>[Signature]</u>	<u>4-8-14</u>
Project Manager (Print Name)	Signature	Date
<u>Garry Cohoe</u>	<u>[Signature]</u>	<u>4-8-14</u>
Task Manager (Print Name)	Signature	Date
<u>Andrea Zureick</u>	<u>[Signature]</u>	<u>4/9/14</u>
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffrey Hill</u>	<u>[Signature]</u>	<u>4/8/14</u>
Contract Administrator (Print Name)	Signature	Date
<u>W. STANARSKI</u>	<u>[Signature]</u>	<u>4/11/14</u>
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT

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

San Bernardino County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, Highway Planting Restoration with one (1) year Plant Establishment and four (4) year Maintenance, in the City of San Bernardino on Route 215 from Orange Show Road to Lytle Creek Channel Undercrossing (Segment 3) will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
4. This Agreement includes the following PROJECT COMPONENTS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

6. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS approved the Categorical Exemption on 11/09/12 (Cooperative Agreement No. 08-1523).
 - CALTRANS approved the Categorical Exclusion on 11/09/12 (Cooperative Agreement No. 08-1523).
 - CALTRANS developed the Project Report.
 - CALTRANS developed the Plans, Specifications, and Estimate.
 - CALTRANS developed the Right of Way Certification.
7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. SANBAG is SPONSOR for 100% of PROJECT.
10. SANBAG is the only FUNDING PARTNER for this Agreement. SANBAG will fund work activities using local fund sources. PARTNERS agree to amend this Agreement prior to the expenditure of state or federal funds.
11. SANBAG is the IMPLEMENTING AGENCY for:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
12. SANBAG is responsible for all WORK except any other responsibilities specifically assigned to CALTRANS in this Agreement.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

General

16. SANBAG will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
18. SANBAG will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
19. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the majority approval of the selection team.
20. CALTRANS will issue at no cost, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not perform activities within the SHS right-of-way without an encroachment permit issued in their name.
21. If SANBAG discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and SANBAG will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
22. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
23. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

24. If HM-1 or HM-2 is found during any PROJECT COMPONENT, SANBAG will immediately notify CALTRANS.
25. 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.
26. If HM-1 is found within PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
27. 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.
28. 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.
29. 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.
30. 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.
31. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
32. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
33. If WORK stops for any reason, SANBAG will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

34. If WORK stops for any reason, SANBAG will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to SANBAG's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
35. SANBAG will furnish CALTRANS with all relevant deliverables and history files related to PROJECT facilities on the SHS within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

Environmental Permits, Approvals and Agreements

36. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG

Scope: Construction

37. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
38. SANBAG will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and SANBAG will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, SANBAG may retain such a firm during construction to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
39. SANBAG will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

SANBAG will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right-of-way Certification; and SANBAG verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, SANBAG also accepts responsibility to administer the construction contract.

PARTNERS agree that SANBAG is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

40. SANBAG will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
41. SANBAG will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
42. Upon completion of construction contract and one (1) year plant establishment period under this Agreement, SANBAG shall assume maintenance and the expense thereof for PROJECT, at its own expense, for a four (4) year plant maintenance period, after which, CALTRANS assumes full responsibility for maintenance.
43. SANBAG's maintenance responsibilities include, but are not limited to, inspection, litter and weed removal, providing emergency repair, replacement, and maintenance of landscaping within PROJECT limits. As part of SANBAG's maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SANBAG shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.

If SANBAG does not maintain PROJECT at acceptable standards, CALTRANS may either remove the landscaping or maintain the landscaping at SANBAG's expense.

44. SANBAG will require the construction contractor to furnish payment and performance bonds naming SANBAG as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
45. SANBAG will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. SANBAG will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.
46. CALTRANS will make DFM available at a CALTRANS-designated location after SANBAG requests DFM and pays CALTRANS' invoice for actual DFM cost.
47. SANBAG will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to SANBAG upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

SANBAG will provide, or cause to provide, source inspection services.

48. SANBAG is responsible for maintenance of the SHS within PROJECT limits as part of the construction contract.
49. SANBAG may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change SANBAG's responsibilities to complete the PROJECT.
50. Notwithstanding the IQA definition, CALTRANS at its own costs, will review and approve:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
51. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.
52. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, SANBAG shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including land survey documents. These documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. SANBAG shall also submit corrected full-sized hardcopy structure plans.

COST

Cost: General

53. All costs associated with completing the PROJECT, except where otherwise noted in this Agreement, are the responsibility of SANBAG including, but not limited to:
- Public meetings.
 - Environmental commitments and compliance.
 - Obtaining, implementing and renewing resource agency permits.
 - Placement of the PROJECT right-of-way in a safe and operable condition.
 - HM MANAGEMENT ACTIVITIES related to HM-2.
 - Construction material source inspection.
 - Maintenance of the SHS within the PROJECT limits until PROJECT completion.
54. Legal challenges, awards, judgments, settlements, 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.
55. 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.
56. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
57. 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.
- Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
58. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
59. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

Cost: Construction Capital

60. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice SANBAG for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost.

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

61. SANBAG is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this Agreement.

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

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

SANBAG will submit to CALTRANS monthly invoices for the prior month's expenditures.

SCHEDULE

62. SANBAG will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

63. 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.
64. 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.
65. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.

66. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
67. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this Agreement. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this Agreement.
68. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
69. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
70. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
71. 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.
72. 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.
73. 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.

74. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.
75. 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 or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
77. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
78. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
79. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
80. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 SANBAG must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SANBAG agrees to include prevailing wage requirements in its contracts for public works. Work performed by 's own forces is exempt from the Labor Code's Prevailing Wage requirements.

SANBAG shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY/COUNTY's contracts.

81. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
82. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at 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.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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.

DFM (Department Furnished Material) – Any materials or equipment supplied by CALTRANS.

FHWA – Federal Highway Administration

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

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

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 is 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 the 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) – This federal act 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 to complete the PROJECT COMPONENTS in this Agreement.

PARTNER – Any individual signatory party to this Agreement.

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

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

- **PID (Project Initiation Document)** – The 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 MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

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.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at <http://www.dot.ca.gov/ser/memos.htm>). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

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 efforts to complete the PROJECT COMPONENTS included in this Agreement as described by the activities in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects (previously known as the WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Jane Tien, Project Manager
464 West 4th Street, 6th Floor (MS-1229)
San Bernardino, CA 92401-1400
Office Phone: (909) 383-4149
Fax Number: (909) 383-6938
Email: jane.tien@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Barbara Fortman, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Office Phone: (909) 884-8276

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED:

By: _____
Basem E. Muallem, P.E.
District Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
Budget Manager

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED:

By: _____
W.E. Jahn
President

ATTEST:

By: _____
Vicki Watson
Clerk of the Board

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	CON Capital (Including contingency)	Plant Maintenance	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >			SANBAG			
FEDERAL	SANBAG	Projects of National and Regional Significance (PNRS)	\$2,417,713	\$0	\$518,787	\$2,936,500
LOCAL	SANBAG	Measure I	\$63,500	\$500,000	\$0	\$563,500
		Totals by Component	\$2,481,213	\$500,000	\$518,787	\$3,500,000

ATTACHMENT A - SCOPE OF WORK

CONSTRUCTION MANAGEMENT

I-215 Segment 3 Landscape Construction and Establish Existing Planting Projects in the City of San Bernardino from Orange Show Road to south of the Rialto Avenue Undercrossing

INDEX

- A. DESCRIPTION OF SERVICES
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 - 9. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. PROJECT SITE SAFETY
- K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support highway landscaping construction and maintenance contracts of the Interstate 215 (I-215) as described by the plans and specifications of I-215 Landscaping, (note: these plans include previously constructed roadways, bridges, drainage facilities, retaining walls, and sound walls). Construction shall include a one-year plant establishment period followed by a new four-year establish existing planting (EEP) contract.

SANBAG shall maintain the option to amend this scope of work to include construction management services for additional landscaping projects along the I-215 corridor. It is anticipated these projects will be ready to list over the next year.

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

The SANBAG Project Manager (“Designee”) for this contract will be:

Mr. Mike Barnum SANBAG Construction Manager

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The Project Manager is responsible for oversight of all SANBAG construction activities and for directing the efforts of the total construction team. He will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Landscape Maintenance Management: CONSULTANT shall furnish personnel to serve in the following roles -Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer and Field Inspection. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall 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 and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for construction contract administration activities. The Resident Engineer may also serve as the licensed Landscape Architect. The Resident Engineer shall direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a Landscape Architect.

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. 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. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. From time to time, overtime may be required. However, 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 projects. 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.

C. DUTIES AND RESPONSIBILITIES

1. Pre Award Services

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

a. Plan Review

CONSULTANT shall review contract documents prior to beginning of Landscape Construction. Tasks include review of plans, specifications, technical reports, the RE Pending file, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall

check for potential conflicts, plant adaptability and plant testing specifications and consistency between plans and specifications.

b. Budget

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

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

a. CONSULTANT shall administer project Landscape 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. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.

- 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 following the SANBAG Filing Categories using the Caltrans Construction Manual as a guideline.
- g. CONSULTANT shall monitor Contractors' Landscape Construction schedule 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. The activity report shall include 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, Caltrans 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 drawings on an ongoing basis throughout the duration of the project. Redlined drawings 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. Project Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer, Landscape Architect, Office Engineer and as many qualified inspectors needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Project Manager through daily briefings, in-person and/or by telephone.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to start 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 and executed Cooperative Agreement with Caltrans.
- f. CONSULTANT shall provide all required monitoring, coordination and tracking of contractor progress 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 SANBAG construction program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Project Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Project Manager, or his designee, and the design engineer.
CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
- i. CONSULTANT shall review the project for permit compliance and coordinate with SANBAG and Caltrans Landscape Construction Oversight 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.

5. Landscape Construction/Maintenance Inspection

- a. **CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State 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 on-site observations of the progress and quality of the Landscape Construction, as needed, to determine if the work being performed is in general conformance with the contract documents applicable laws, codes, and ordinances.**
- a. **CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.**
- b. **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.**
- c. **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 familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.**
- d. **Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:**
 - 1. **Subgrade 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 landscape maintenance 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 solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.**

3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
4. 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.
5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
6. Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
7. Assisting in the preparation of as-built plans.
8. Providing inspections for environmental compliance.
9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
11. Monitoring Contractors' compliance with applicable regulations required by AQMD.
12. Other duties as may be required or reasonably requested.

6. 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.

7. 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 all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows**
 - 1. **Agreed Price**
 - 2. **Adjustment in compensation to a bid item**
 - 3. **Time and materials or Force Account**

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.**

8. 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.**

9. 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 oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including Irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall prepare and deliver to SANBAG a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD User's Manual, Plans Preparation Manual, and CALTRANS practice.
- e. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans Landscape Construction Oversight, Local Agencies, Contractors and Caltrans Maintenance.
- f. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- g. CONSULTANT shall prepare and deliver to SANBAG all project files.
- h. 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 Engineer's (and Landscape Architect's) 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.
6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to help 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 project plans, specifications, and appropriate standards (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project Landscape Construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. SANBAG will provide copies of all electronic design files for use in development of As-built plans.

G. STANDARDS

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

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
6. CALTRANS' CADD User's Manual and Plans Preparation Manual

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

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 Project Manager.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for 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. Unless otherwise specifically directed by 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.

J. PROJECT 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.

K. PERSONNEL QUALIFICATIONS

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

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway Landscape Construction projects.
- b. Ability to use typical computer software for word processing and preparing spreadsheets.
- b. Licensed landscape architect in the State of California is desired.
- c. Reasonably accessible to SANBAG during normal working hours.
- d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

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

- b. Act as prime CONSULTANT contact between SANBAG and SANBAG's Project Manager.
- c. Assign personnel to projects on an as-needed basis.
- d. Administer personal leave.

2. **Resident Engineer**

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway landscaping construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Licensed Landscape Architect in the State of California is desired.
- d. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- e. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- f. Ability to use typical computer software for word processing and preparing spreadsheets.
- g. Reasonably accessible to SANBAG during normal working hours.
- h. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- i. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- j. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- k. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- l. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT's Assistant Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between SANBAG, SANBAG's Project Manager or his designee and various project Contractors.
- g. Prepare monthly reports for delivery to SANBAG.

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect 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. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SANBAG during normal working hours.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National

Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.

- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience.
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway Landscape Construction projects.
- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.

- h. Ability to direct the efforts of subordinate inspectors.
- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.



- 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: April 17, 2014

Subject: Funding Agreements for South Milliken and North Vineyard Avenue Grade Separation Projects

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

1. Approve Amendment No. 1 to the South Milliken Avenue Grade Separation Construction Funding Agreement No. C13104 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling \$57,400,656.00, which consists of a total Authority share contribution of \$43,934,690.40, a Measure I contribution of \$11,757,941.40, and an advancement of the Measure I contribution in the amount of \$4,393,469, in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

2. Approve Amendment No. 1 to the North Vineyard Avenue Grade Separation Construction Funding Agreement No. C13105 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling \$44,092,791.00, which consists of a total Authority share contribution of \$33,615,308, a Measure I contribution of \$16,807,654.00, and an advancement of the Measure I contribution in the amount of \$3,361,531, in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MVSS1404d-mkb

C13104-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C13104-01.doc>

C13105-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C13105%2001.docx>

Background:

Recommendation No. 1: This is an amendment to an existing agreement. South Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route 60 (SR-60) and Interstate 10 (I-10). This corridor carries an estimated 19,500 vehicles per day, including heavy trucks. Separating the existing at-grade Union Pacific railroad crossing from the South Milliken Avenue and Mission Boulevard intersection increases travel reliability for both the community and truck traffic; improves air quality by decreasing vehicle stacking and idling time; eliminates potential conflicts between vehicular and train traffic; and eliminates gate down time. The South Milliken Avenue Grade Separation project is a Nexus Study project with an 80% SANBAG public share and 20% City DIF share. The City of Ontario is the lead agency for all phases of the project.

Agreement No. C13104, approved by the Board on June 5, 2013, defined the project and funding responsibilities for the construction phase (Table 1). The funding agreement was based on:

- The revised Trade Corridors Improvement Fund (TCIF) and State Local Partnership Program Project (SLPP) Funding Plan approved by the Board on March 6, 2013.
- Repayment of the unexpended share of the City's contribution toward the North Milliken Grade Separation Project in the amount of \$3,120,955, as stipulated in Cooperative Agreement No. R10195 Amendment 3, (approved by the Board in June 5, 2013).
- Advancement of \$6,145,000 in the Measure I contribution in accordance with Measure I Strategic Plan Policy 40006, VMS-7.
- The engineer's estimate of the completed design.

In June 5, 2013, the Board approved multiple programming modifications required to the overall grade separation program to preserve Proposition 1B funding for the region. The SLPP funds, programmed for this project as part of the Proposition 1B program, had an allocation deadline of June 30, 2013. Unfortunately, the certainty of the timely delivery of the South Milliken Grade Separation project was in question. To minimize any loss of funding to the region, the SLPP for S. Milliken was reduced from \$10,819,500 to \$7,210,000, which in turn increased Measure I share by \$3,609,500 (Table 2).

Subsequently, the construction management and construction contracts were ratified by the City of Ontario City Council in December 2013. The amount of the construction contracts is significantly less than the engineer's estimate. As a result, this amendment reduces the funding plan from \$66,100,000 to \$57,400,656, to reflect the awarded construction contract amounts. Also, due to

reduced actuals, Amendment No. 1 reduces the advancement amount from \$6,145,000 to \$4,393,469, which is proportional to the revised funding agreement. (Table 3).

**Table 1 – C13104, S. Milliken Avenue Grade Separation
 Construction Funding Summary (\$)**

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
12,453,000	10,819,045	3,120,955	25,052,000	10,819,500	3,835,000	66,100,000

*Authority contribution includes the repayment from R10195

**Table 2 – Interim S. Milliken Avenue Grade Separation
 Construction Funding Summary (\$)**

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
12,453,000	14,428,545	3,120,955	25,052,000	7,210,000	3,835,000	66,100,000

*Authority contribution includes the repayment from R10195

**Table 3 – C13104, Amendment No. 1, S. Milliken Avenue Grade Separation
 Construction Funding Summary (\$)**

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
10,983,672.60	11,757,941.40	3,120,955	21,845,794	7,210,000	2,482,293	57,400,656

*Authority contribution includes the repayment from R10195

Recommendation No. 2: This is an amendment to an existing agreement. North Vineyard Avenue is a north/south corridor north of the Ontario Airport, running from I-10 to the airport and to Ontario’s Foreign Trade Zone (FTZ) No. 50-1, an extension of the Port of Long Beach’s FTZ No. 50. It carries an estimated 11,400 vehicles per day. Heavy duty trucks are estimated to comprise 20% of daily traffic. Separating the railroad crossing from North Vineyard Avenue, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at the airport. The North Vineyard Avenue Grade Separation project is a Nexus Study project with an 80% SANBAG public share and 20% City DIF share. The City of Ontario is the lead agency for all phases of the project.

Funding Agreement No. C13105, approved by the Board on June 5, 2013, defines the project and funding responsibilities for the construction phase of the project. The funding amount was based on the engineer’s estimate of the completed design. Also included in the original agreement was an advancement of Measure I in the amount of \$4,143,000, in accordance with Measure I Strategic Plan Policy 40006, VMS-7 (Table 4).

In June 5, 2013, the Board approved multiple programming modifications required to the overall grade separation program to preserve Proposition 1B, TCIF and SLPP funding for the region. Due to uncertainty in the project’s preparedness for the allocation deadline, SANBAG reallocated funding. The TCIF funding was removed from North Vineyard and placed on the Laurel Street Grade Separation, Lenwood Grade Separation, and I-10/Tippecanoe Interchange, which required an increasing Measure I share by \$5,420,100 to backfill the removal. Subsequently, the project development moved forward successfully and the Proposition 1B funds were secured. (Table 5).

After receiving allocation the construction contract was advertised followed by ratification by the City of Ontario City Council in December 2013. This subject amendment reduces the funding plan, shown in Table 6, to match the construction management and construction contract amounts. The amended funding allocation is \$33,615,308 in public share funds and includes an advancement of \$3,361,531, which is proportional to the revised funding agreement.

Table 4 – C13105, N. Vineyard Avenue Grade Separation Construction Funding Summary (\$)

City DIF Share 20%	Authority Share 80%			UPRR	Total
	TCIF	Measure I	SLPP		
8,756,200	6,884,000	14,070,900	14,070,900	3,618,000	47,400,000

Table 5 – Interim N. Vineyard Avenue Grade Separation Construction Funding Summary (\$)

City DIF Share 20%	Authority Share 80%			UPRR	Total
	TCIF	Measure I	SLPP		
9,745,000	0	19,491,000	19,490,000	2,074,000	50,800,000

**Table 6 – C13105 Amendment 1, N. Vineyard Avenue Grade Separation
 Construction Funding Summary (\$)**

City DIF Share 20%	Authority Share 80%			UPRR	Total
	Local	TCIF	Measure I SLPP		
8,403,827	0	16,807,654	16,807,654	2,073,656	44,092,791

Staff recommends approving the amended funding allocation of up to \$43,934,690.40 in public share funds for the South Milliken Avenue Grade Separation project and an allocation of up to \$33,615,308 for the North Vineyard Avenue Grade Separation project based on the current Construction Management and Construction Contract bids. Further, staff recommends amending the advance of the Authority share to the City of Ontario in the amount of \$4,393,469 for South Milliken Avenue and \$3,361,531 for North Vineyard Avenue, in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and drafts of the Amendments.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 13104 Amendment No. 01

By and Between SANBAG and City of Ontario

Contract Description South Milliken Grade Separation Construction Funding Agreement

Board of Director's Meeting Date: May 7, 2014
 Overview of BOD Action: Approve Amendment 01 to Funding Agreement No. C13104 with the City of Ontario for Construction Services

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	10,819,545.00	Original Contingency Amount	\$	
Revised Contract Amount Inclusive of prior amendments	\$	10,819,545.00	Revised Contingency Amount Inclusive of prior amendments	\$	
Current Amendment Amount	\$	938,396.40	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	11,757,941.40	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 11,757,941.40

Contract Start Date May 1, 2013 Current Contract Expiration Date June 30, 2018 Revised Contract Expiration Date

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0878.
 A Budget Amendment is required.
 How are we funding current FY? Measure I Valley Fund-Major Street Bond Fund

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Construction is funded as follows: The City is the Lead Agency and will directly fund \$10,983,672.60. The City will invoice TCIF \$21,845,794; SLPP \$7,210,000; UPRR \$2,482,293 directly. SANBAG will proportionately fund \$11,757,941.40 Measure I Valley Fund- Major Street Bond Fund., Funding includes \$3,120,955.00 repayment under R10195 and 10% advance of Authority Share under this contract for \$4,393,469 . Total construction contract value : \$57,400,656

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Retention: \$3,120,955.00 for advance under R10195 and Authority Share advance of \$4,393,469.
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown
Project Manager (Print Name)

Garry Colvill
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. S. M. Resku
Chief Financial Officer (Print Name)

Mary Brown 2/24/14
Signature Date

Jerry Che 2-27-14
Signature Date

Andrea Zureick 3/6/14
Signature Date

Jeffery Hill 3/11/14
Signature Date

W. S. M. Resku 3/13/14
Signature Date

C13104-01 CONTRACT SUMMARY SHEET
Page 2 of 2

	City Share	Authority Share				Estimated Railroad Contribution	Total
	20%	80% = \$43,934,690.40 10% = \$4,393,469					
	DEV Share	Repay per R10195	Measure I	TCIP Prop 1B	SLPP Prop 1B	UPRR	
Construction Share	\$10,983,672.60	\$3,120,955.00	\$21,757,941.40	\$21,845,794.00	\$7,210,000.00	\$2,482,293.00	\$57,400,656.00
Percentage of Fund Source*	19.14%	5.44%	20.48%	38.06%	12.56%	4.32%	100%
Advance	0	\$3,120,955.00	\$4,393,469.04	0	0	\$2,482,293.00	\$9,996,717.04
Balance	\$10,983,672.60	0	4,243,517.36	\$21,845,794.00	\$7,210,000.00	0	\$44,282,983.96
Invoice Share	20%	0	27.09%	39.78%	13.13%	0	100%

1. Repay R10195 and 10% Authority Share advance are bought down as last payments by SANBAG. Full invoice share will be paid by SANBAG until share balance is exhausted.

2. City is lead and will invoice Authority, State and UPRR.

**AMENDMENT NO. 1 TO
PROJECT FUNDING AGREEMENT C13104**

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

**THE CONSTRUCTION PHASE OF THE SOUTH MILLIKEN AVENUE GRADE
SEPARATION PROJECT CITY OF ONTARIO**

THIS AMENDMENT NO. 1 to PROJECT FUNDING AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of Ontario (hereinafter referred to as “CITY”), individually referred to as PARTY and collectively known as PARTIES.

RECITALS:

WHEREAS, PARTIES intend to construct a grade separation at South Milliken Avenue and the Union Pacific railways tracks (UPRR) (hereinafter referred to as the “PROJECT”); and

WHEREAS, AUTHORITY and CITY entered into Contract C13104 on June 18, 2013, to set forth the duties, and responsibilities of the PARTIES pertaining to the Construction Phase of the PROJECT; and

WHEREAS, construction bids have now been received for the PROJECT and based upon the construction contract award amount, the final Construction Phase cost is now estimated to be \$57,400,656.00.

NOW, THEREFORE, PARTIES agree to the following:

1. The AGREEMENT is amended in the following particulars:
 - a. Delete Paragraph 1. of Section I (AUTHORITY AGREES) and replace with the following:
“In accordance with the Measure I 2010-2040 Strategic Plan (“Strategic Plan”), to be responsible for 80% of the total eligible CONSTRUCTION Phase expenses that are

incurred by CITY for an amount not to exceed \$57,400,656, subject to Section III, paragraphs 3, 4, 7 and 8. See Attachment A.”

- b. Delete Paragraph 2. of Section I (AUTHORITY AGREES) and replace with the following:

“In accordance with Measure I Strategic Plan Policy 40006, Measure I Valley Fund Major Street Program, to advance 10% of AUTHORITY share of the total project cost estimated at \$4,393,469 to CITY after the opening of construction bids.”

- c. Delete Paragraph 6. of Section I (AUTHORITY AGREES) and replace with the following:

“AUTHORITY’s financial responsibility shall be 80% of actual CONSTRUCTION cost less UPRR buy-down as outlined in Attachment A, which represents the AUTHORITY share, subject to the provisions of Section III., paragraphs 6 through 8. An estimate of costs for the CONSTRUCTION Phase is provided in Attachment A. AUTHORITY’s financial contribution includes \$21,845,794 in Proposition 1B Trade Corridor Improvement Funds and \$7,210,000 in Proposition 1B State Local Partnership Program Funds.”

- d. Delete Paragraph 3. of Section III (IT IS MUTUALLY AGREED) and replace with the following:

“The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from increased bid/contract prices or change orders arising from unforeseen conditions, including Utility relocation, over the estimated total of the PROJECT cost of \$57,400,656, shall be borne by each Party in proportion to the public and development shares, as part of the Parties’ respective obligations to pay the cost for the CONSTRUCTION Phase, subject to Section III, paragraphs 6 through 8.”

- e. Delete Attachment A (Project Cost, and Funding for South Milliken Avenue Grade Separation Project) and replace with Attachment A, attached to and incorporated into this Amendment No. 1.

2. The Effective Date of this Amendment No. is the date it is executed by AUTHORITY.
3. Except as amended by this Amendment No. 01, all other provisions of Contract No. C13104 shall remain in full force and effect.
4. This Amendment No. 01 may be signed in counterparts, each of which shall constitute an original.
5. The Recitals are incorporated into the body of this Amendment No. 01.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
W. E. Jahn, President
Board of Directors

By: _____

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
of Best Best & Krieger, LLP
CITY Attorney

By: _____
Jeffery Hill
Contract Administrator

Attachment A

Project Cost, and Funding for South Milliken Avenue Grade Separation Project

Proposed Project Phase Work: Construction Capital and Support

	City Share 20%	Authority Share** 80% = \$43,934,690.40				Estimated Railroad Contribution	Total
	DEV Share	Repay R10195	Measure I	TCIF Prop 1B	SLPP Prop 1B	UPRR*	
Construction Share	\$10,983,672.60	\$3,120,955.00	\$11,757,941.40	\$21,845,794.00	\$7,210,000.00	\$2,482,293.00	\$57,400,656.00
Percentage of Fund Source*	19.14%	5.44%	20.48%	38.06%	12.56%	4.32%	100%

* UPRR funds buy down the total project cost after which the Authority's share and City's share is applied, (i.e.any UPRR funds shall be shared between CITY and AUTHORITY, with CITY receiving 20% of the funds and AUTHORITY receiving 80% of the funds. Any UPRR funds received by CITY and AUTHORITY shall be deducted from each party's share of its total eligible CONSTRUCTION Phase expenses).

**AUTHORITY's share can be from sources under control of AUTHORITY including but not limited to Measure I Valley Major Street Rail-Highway Grade Separation Sub-program, Proposition 1B Trade Corridor Improvement Funds and State Local Partnership Program Funds without necessitating an amendment of this CONTRACT.



CONTRACT SUMMARY SHEET

Contract No. C 13105

Amendment No. 01

By and Between SANBAG and City of Ontario

Contract Description North Vineyard Avenue Grade Separation Construction Funding Agreement

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve Amendment 01 to Funding Agreement No. C13105 with the City of Ontario for Construction Services

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW:

Original Contract Amount	\$	14,070,900	Original Contingency Amount	\$	
Revised Contract Amount Inclusive of prior amendments	\$	14,070,900	Revised Contingency Amount Inclusive of prior amendments	\$	
Current Amendment Amount		2,736,754	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	16,807,654		\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	16,807,654

Contract Start Date May 1, 2013	Current Contract Expiration Date June 30, 2018	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION:

Budget authority for this contract currently exists in Task No. 0877.
 A Budget Amendment is required.

How are we funding current FY? Measure I Valley Fund Major Street Bond Fund

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: The City is the lead agency and will directly fund \$8,403,827. The City will invoice SLPP \$ 16,807,654 and UPRR \$2,073,656. SANBAG will proportionately fund \$16,807,654 Measure I Valley Fund- Major Street Bond Fund. The total contract value is: \$44,092,791

Payable Receivable

CONTRACT MANAGEMENT INFORMATION:

Check all applicable boxes: N/A

Retention? Authority share advance of \$3,361,531

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown
Project Manager (Print Name)

Garry Chiu
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

[Signature]
Chief Financial Officer (Print Name)

Mary Brown 2/24/14
Signature Date

Garry Chiu 7-27-14
Signature Date

Andrea Zureick 3/6/14
Signature Date

[Signature] 3/11/14
Signature Date

[Signature] 3/13/14
Signature Date

AMENDMENT NO. 1 TO

PROJECT FUNDING AGREEMENT C13105

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

**THE CONSTRUCTION PHASE OF THE NORTH VINEYARD AVENUE
GRADE SEPARATION PROJECT CITY OF ONTARIO**

THIS AMENDMENT NO. 1 to PROJECT FUNDING AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of Ontario (hereinafter referred to as “CITY”), individually referred to as PARTY and collectively known as PARTIES.

RECITALS:

WHEREAS, PARTIES intend to construct a grade separation at North Vineyard Avenue and the Union Pacific railways tracks (UPRR) (hereinafter referred to as the “PROJECT”); and

WHEREAS, AUTHORITY and CITY entered into Contract C13105 on June 18, 2013, to set forth the duties and funding responsibilities of the the Parties for the Construction Phase of the PROJECT; and

WHEREAS, construction bids have now been received for the PROJECT and based upon the construction contract award amount, the final Construction Phase cost is now estimated to be \$44,092,791.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

1. The AGREEMENT is amended in the following particulars:
 - a. Delete Paragraph 1. of Section II (AUTHORITY AGREES) and replace with the following:

“In accordance with the Measure I 2010-2040 Strategic Plan (“Strategic Plan”), to be responsible for 80% of the total eligible CONSTRUCTION Phase expenses that are incurred by CITY for an amount not to exceed \$44,092,791, subject to Section III., paragraphs 3, 4, 7 and 8. See Attachment A.”

- b. Delete Paragraph 2. of Section I (AUTHORITY AGREES) and replace with the following:

“In accordance with Measure I Strategic Plan Policy 40006, Measure I Valley Fund Major Street Program, to advance 10% of public share of the total project cost estimated at \$3,361,531 to CITY after the opening of construction bids.”

- c. Delete Paragraph 6. of Section I (AUTHORITY AGREES) and replace with the following:

“AUTHORITY’s financial responsibility shall be 80% of actual CONSTRUCTION cost less UPRR buy-down as outlined in Attachment A, which represents the public share, subject to the provisions of Section III., paragraphs 6 through 8. An estimate of costs for the CONSTRUCTION Phase is provided in Attachment A. AUTHORITY’s financial contribution includes \$16,807,654 in Proposition 1B State Local Partnership Program Funds.”

- d. Delete Paragraph 3. of Section III (IT IS MUTUALLY AGREED) and replace with the following:

“The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from increased bid/contract prices or change orders arising from unforeseen conditions, including Utility relocation, over the estimated total of the PROJECT cost of \$44,092,791, shall be borne by each Party in proportion to the public and development shares, as part of the Parties' respective obligations to pay the cost for the CONSTRUCTION Phase, subject to Section III, paragraphs 6 through 8.”

- e. Delete Attachment A (Project Cost, and Funding for North Vineyard Avenue Grade Separation Project) and replace with Attachment A, attached to and incorporated into this Amendment No. 1.

- 2. The Effective Date of this Amendment No. 1 is the date it is executed by AUTHORITY.
- 3. Except as amended by this Amendment No. 01, all other provisions of Contract No. C13105 shall remain in full force and effect.
- 4. This Amendment No. 01 may be signed in counterparts, each of which shall constitute an original.
- 5. The Recitals are incorporated into the body of this Amendment No. 01.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
W. E. Jahn, President
Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
of Best Best & Krieger, LLP
CITY Attorney

Date: _____

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment A

Project Cost, and Funding for North Vineyard Avenue Grade Separation Project

Proposed Project Phase Work: Construction Capital and Support

	City Share 20%	Authority Share** 80% = \$33,615,308		Estimated Railroad Contribution	Total
	DIF	Measure I	SLPP Prop 1B	UPRR*	
Construction Share	\$8,403,827	\$16,807,654	\$16,807,654	\$2,073,656	\$44,092,791
Percentage of Fund Source*	19.1%	38.1%	38.1%	4.7%	100.0%

**** UPRR funds buy down the total cost after which the Authority's share and City's share is applied, (i.e.any UPRR funds shall be shared between CITY and AUTHORITY, with CITY receiving 20% of the funds and AUTHORITY receiving 80% of the funds. Any UPRR funds received by CITY and AUTHORITY shall be deducted from each party's share of its total eligible CONSTRUCTION Phase expenses).**

**** AUTHORITY's share can be from sources under control of AUTHORITY including but not limited to Measure I Valley Major Street Rail-Highway Grade Separation Sub-program, Proposition 1B State Local Partnership Program Funds without necessitating an amendment of this Agreement.**



- 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: April 17, 2014

Subject: Transportation Investment Generating Economic Recovery (TIGER) Grant Application Submittal

Recommendation: 1. Approve SANBAG submittals of two grant applications for the TIGER federal discretionary grant program: a request for up to \$20 million for Redlands Passenger Rail and up to \$11 million for the Metrolink and Bus Rapid Transit (BRT) Station Accessibility Project.

2. Approve a commitment of up to \$2.75 million in Transportation Development Act (TDA) Article 3 funds, spread over at least two years, to serve as a match for the Metrolink and BRT Accessibility Project application. The Redlands Passenger Rail Project already has a substantial match of over \$150 million in Measure I Metrolink/Rail and state funds identified in the SANBAG 2014 Ten-Year Delivery Plan.

Background: The United States Department of Transportation (DOT) has released a Notice of Funding Availability (NOFA) under the Consolidated Appropriations Act, 2014. An appropriation of \$600 million was made available through the TIGER Discretionary Grant program. TIGER Grant funding will be awarded on a competitive basis and applications must be submitted by April 28, 2014.

Project readiness continues to be a primary criterion in awarding TIGER grants. TIGER 2014 funding must be obligated prior to September 30, 2016 and funds expended by September 30, 2021. Due to the local and regional benefits of

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1404a-ss

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

infusing federal dollars into local programs, staff has identified two projects for submittal under this round of TIGER grants:

- Redlands Passenger Rail Project – Release of the draft environmental document is expected in spring 2014 with completion of design expected by early 2016. Based on the current schedule, it would appear as if Redlands Rail could satisfy the TIGER grant obligation deadline, and the large match will make this project very competitive.
- Metrolink and BRT Accessibility Project – SANBAG’s award-winning study “Improvements to Transit Access for Cyclists and Pedestrians” identified multiple projects in each Metrolink station area and four E Street BRT station areas that should be considered for implementation to improve mobility and station access. A package of projects is being identified for submittal in concert with local jurisdiction input. There is an opportunity for SANBAG to take the lead on project development and delivery for this package of multi-jurisdictional projects, which could then qualify for the TIGER minimum grant of \$10 million. The previous round of TIGER grants awarded funds to a number of pedestrian and bicycle projects, and there is a potential for this round as well.

The program requires a minimum 20% local match for all projects awarded TIGER grant funds, except for projects in rural areas. Staff is requesting approval for SANBAG submittal of the grant applications, including the commitment of the local match specified in Recommendation 2.

The match funding for the Redlands Passenger Rail Project has already been accounted for in the 2014 update of the 10-Year Delivery Plan. A TDA Article 3 match of \$2.75 million for the Metrolink and BRT Accessibility Project would consume most of the TDA Article 3 funds projected to be available in the call-for-projects slated for 2015. Therefore, should the grant be successful, SANBAG would intend to stage the project in a way that leaves an opportunity for at least some access to TDA Article 3 funds by jurisdictions not benefitting from the TIGER grant. SANBAG is also seeking commitments of local jurisdiction matching funds as well, but has no specific details at this time. One of the primary rationales for committing such a substantial portion of TDA Article 3 as a match is that it leverages four dollars in federal funds for every one dollar invested. It is rare to have opportunities of this size with discretionary grant programs, and this will allow for additional funding to be secured for the overall pedestrian/bicycle program, if SANBAG is successful. The disadvantage is that access to TDA Article 3 funds for most other bicycle/pedestrian projects will be substantially diminished for two or three years.

It should also be noted that SANBAG will be preparing an application for the Statewide Active Transportation Program (ATP) grant program in May 2014 for the Metrolink and BRT Accessibility Project. This is necessary in light of the high degree of competitiveness of the TIGER discretionary grants and the possibility of not receiving any TIGER grant funds for that project. We will not know the outcome of the TIGER selections prior to the submittal date for the ATP program. The ATP program is having a single call for applications for three years of funding, and SANBAG cannot afford to miss this window of opportunity. The other advantage of the ATP grants is that there would be no local match for the share of the projects within disadvantaged communities, which represents the large majority of the cost.

Financial Impact: This item has no impact on the Fiscal Year 2013/2014 SANBAG Budget. However, local matching funds would be required, as stated above. If SANBAG projects are awarded funding under this grant program, staff will provide confirmation of the sources of matching funds and any associated budget amendments at that time.

Reviewed By: Authority to approve the grants and matching funds was delegated to the Board of Directors Metro Valley Study Session by the SANBAG Board at its April 9, 2014 meeting. The concepts for TIGER grant submittal were discussed with the Transportation Technical Advisory Committee on March 3, 2014. This item is not being reviewed by any other policy committee.

Responsible Staff: Steve Smith, Director of Planning

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

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

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
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