



AGENDA

Board of Directors Metro Valley Study Session

June 12, 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 Stanckiewicz, 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**

**June 12, 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 Metro Valley Study Session Meeting June 12, 2014. Pg. 10

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. 13

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 Construction Contracts with KASA Construction, Ortiz Enterprises Inc., Brutoco Engineering and Construction, Pacific Financial Insurance Group and Skanska Civil, USA. Pg. 17

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. Election of Committee Chair and Vice Chair Pg. 23

That the Board of Directors conduct elections for members to serve as Chair and Vice Chair of the SANBAG Board of Directors Metro Valley Study Session for terms to end June 30, 2015. **Garry Cohoe**

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

5. Major Projects Status Briefing Pg. 30

Receive the Major Projects Status Briefing. **Garry Cohoe**

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

**6. San Bernardino Valley Coordinated Traffic Signal System – Tiers 3&4 Pg. 31
Final Report**

Receive Final Report for the San Bernardino Valley Coordinated Traffic Signal System, Tiers 3 & 4. **Garry Cohoe**

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

**7. Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Pg. 33
Reconstruction 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 Amendment No. 3 to Cooperative Agreement No. C11103 with the California Department of Transportation (Caltrans) for Right of Way activities on the I-15/I-215 Devore Interchange Reconstruction Project which reduces SANBAG's Measure I funding responsibility by \$13,229,689.00 to a new total of \$30,107,136.00.

2. Approve Amendment No. 2 to Cooperative Agreement No. C12216 with Caltrans for Design Build activities on the I-15/I-215 Devore Interchange Reconstruction Project which increases SANBAG's Measure I funding responsibility by \$14,134,136.00 to a new total of \$18,796,136.00.
Dennis Saylor

This item is also scheduled for review by the Mountain/Desert Policy Committee on June 20, 2014. SANBAG General Counsel has reviewed the draft amendments and this item.

Discussion Continued...

Project Delivery

**8. Interstate 215 (I-215) Bi-County Project Environmental Mitigation Pg. 47
Fees for Impacts to the Santa Ana River**

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 the Executive Director to execute purchase orders to make payments for in-lieu of mitigation fees for project related impacts to the Santa Ana River, for a total not to exceed amount of \$215,000.00.

Dennis Saylor

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

**9. State Route (SR) 210 Pepper Avenue Interchange, Request for Pg. 50
Proposals (RFP) for Construction Management Services**

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 advertisement of RFP14154 for Construction Management Services for the SR-210 Pepper Avenue Interchange Project. **Dennis Saylor**

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

**10. Interstate 215 (I-215) Mount Vernon/Washington Interchange Pg. 86
Improvement Project**

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 meeting:

1. Approve suspending the development of the I-215 Mount Vernon Avenue/Washington Street Interchange project until such time as the reconstruction of the interchange is needed to accommodate the ultimate I-215 widening or until an alternative funding sources is identified; and

2. 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 is not scheduled for review by any other policy committee of technical advisory committee. SANBAG General Counsel and Contract Administrator have not reviewed this item.

Discussion Continued...**Project Delivery****11. North Vineyard and South Milliken Grade Separation Projects****Pg. 94**

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 Amendment No. 1 to Project Funding Agreement No. C14059 with the City of Ontario for Construction Support Services for the South Milliken Grade Separation Project to increase the contract by \$385,000 for a revised contract total of \$970,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$308,000 for a total contribution of \$776,000 with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2017.

2. Approve Amendment No. 2 to Project Funding Agreement No. C11167 with the City of Ontario for Right-of-Way services for the South Milliken Grade Separation Project to increase the contract by \$2,076,000 for a revised contract total of \$8,297,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$1,660,000 for a total contribution of \$6,637,600 with the remainder funded by the City of Ontario.

3. Approve Amendment No. 2 to Project Funding Agreement No. C10094 with the City of Ontario for Construction Support Services for the North Vineyard Grade Separation Project to increase the contract by \$220,000 for a revised total of \$3,915,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$176,000 for a total contribution of \$3,132,000, with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2016.

Garry Cohoe

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

Discussion Continued...**Project Delivery****12. State Route 60 (SR-60) Archibald Avenue Interchange Improvement Pg. 117 Project**

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

1. Approve Cooperative Agreement No. R14138 with the City of Ontario for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Archibald Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$14,563,000. The CITY's portion is \$9,693,943 and includes \$200,000 for SANBAG's Project Management. The Public's Share is \$4,869,057.

2. Authorize the release of Request for Proposals (RFP) No. 14169 for the preparation of Project Initiation Document (PID), Project Report and Environmental Document (PA&ED), Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services, and Construction Support Services for the SR-60 Archibald Avenue Interchange Improvement Project. **Garry Cohoe**

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

Transportation Fund Administration**13. Funding Allocation and Project List for the Valley Major Street Pg. 153 Program/Arterial Sub-Program for Fiscal Year 2014/2015**

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 the Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2014/2015, as referenced in Table 1 in this Agenda Item.

2. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2014/2015 as referenced in Attachment 1 to this Agenda Item. **Ellen Pollema**

The information in this item was reviewed by the Transportation Technical Advisory Committee on March 31, 2014. It is not scheduled for review by any other policy committee.

Discussion Continued...
Regional/Subregional Planning

14. Measure I Expenditure Plan 2015 Review

Pg. 158

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

1. Receive information on the results of the outreach process authorized by the SANBAG Board in March 2014 for considering amendments to the Measure I Expenditure Plan pursuant to Section XIV of San Bernardino County Transportation Authority Ordinance No. 04-01.

2. Defer further consideration of any amendments to the Measure I Expenditure Plan until the 2017-2018 timeframe.

3. Direct staff to consider recommendations made by commenters on Measure I Strategic Plan and Nexus Study policies and to bring back any recommended changes to the appropriate policy committee(s) following internal and local jurisdiction staff discussion and review. **Steve Smith**

This item is also scheduled for review by the Mountain/Desert Policy Committee on June 20, 2014. The information in this item was reviewed by the Transportation Technical Advisory Committee on June 2, 2014.

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Pg. 172

Additional Information

Acronym Listing

ADJOURNMENT:

**The next Board of Directors Metro Valley Study Session will be:
August 14, 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: June 12, 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	C13002	KASA Construction <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
3-B	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 MVSS1406z-gc

			<p>CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harbor 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.</p>
<p>3-C</p>	<p>C12036</p>	<p>Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i></p>	<p>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 Harbor Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental</p>

			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-D	C13093	Pacific Financial Insurance Group <i>Laurie Hants</i>	None
3-E	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. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction Co. Sierra Landscape Development, Inc.
6	C09179	Advantec Consulting Engineers, Inc. <i>Tracy Moriya</i>	Hartzog & Crabill, Inc. JM Diaz, Inc. RBF Consulting TEP, Inc. TransCore
6	C12027	Advantec Consulting Engineers, Inc. <i>Tracy Moriya</i>	None
10	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	X								
James Ramos Board of Supervisors		X	X									
Janice Rutherford Board of Supervisors		X		X	X							
Josie Gonzales Board of Supervisors				X								
Robert Lovingood Board of Supervisors												
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake		X	X	X	X							
Dennis Yates City of Chino		X	X	X								
Ed Grabam City of Chino Hills		X	X	X	X							
Frank Navarro City of Colton		X	X	X	X							
Michael Taban City of Fontana		X	X	X	X							
Walt Stanckiewicz City of Grand Terrace		X	X	X	X							
Mike Leonard City of Hesperia				X								
Larry McCallon City of Highland		X	X	X	X							

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

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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		X							
Paul Eaton City of Montclair		X		X	X							
Edward Paget City of Needles				X								
Alan Wapner City of Ontario			X	X	X							
L. Dennis Michael City of Rancho Cucamonga			X	X	X							
Pete Aguilar City of Redlands		X	X	X	X							
Deborah Robertson City of Rialto		X	X		X							
R. Carey City of San Bernardino			X	X	X							
Patrick Morris City of San Bernardino		X										
Jim Harris City of Twentynine Palms		X	X	X	X							
Ray Musser City of Upland		X	X									
Ryan McEachron City of Victorville		X	X	X	X							
Dick Riddell City of Yucaipa		X	X	X	X							
George Huntington Town of Yucca Valley												

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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.

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
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 Jahn 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 Tahan City of Fontana	X	X	X		X	X		X	X	X	X	*
Walt Stanckiewicz 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

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

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												

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



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

Minute Action

AGENDA ITEM: 3

Date: June 12, 2014

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with KASA Construction, Ortiz Enterprises Inc., Brutoco Engineering and Construction, Pacific Financial Insurance Group and Skanska Civil, USA.

Recommendation:* Receive and file Change Orders.

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

- A. Contract Number (CN) C13002 with KASA Construction for construction of the SR-210 Segment 11 Landscaping project: CCO No. 6 (\$5,000.00 increase for traffic control and public safety as provided for in the contract Special Provisions) and CCO No. 8 (\$64,844.08 increase to compensate contractor for extra work to repairing freeway side slope where slippage has occurred therefore allowing installation of landscaping and irrigation work as planned)
- B. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 33 (\$46,447.28 increase for revisions to electrical work to eliminate conflicts with Mechanically Stabilized Earth (MSE) wall straps along Cherry Avenue including use of video detection systems at ramps signals), CCO No. 35 (\$73,234.66 increase for additional traffic striping during staging and to provide safe passage through project limits, unanticipated larger amount of removal of concrete pavement and increase of storm drain size at Valley and Cherry to provide for adequate drainage) and CCO No. 36

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	SAFE	CMA
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Check all that apply.
 MVSSI406a-tjk
 Attachment: MVSSI406a1-tjk

(\$13,000.00 increase to compensate contractor for installation of Joint Armor for pedestrian walkways on project bridges for compliance with Caltrans Structural Design Alert memorandum dated February 14, 2014).

- C. CN C12036 with Brutoco Engineering and Construction for construction of the I-10 Citrus Avenue Interchange project: CCO No. 1 Supplement 2 (\$30,000.00 increase in funds for additional traffic control to maintain public safety), CCO No. 19 Supplement 1 (\$500.00 decrease for final resolution under CCO No. 19 and NOPC No. 4 for work required to prevent full closure of eastbound off ramp during construction), CCO No. 29 (\$26,000.00 increase for removal and disposal of buried man-made objects encountered during construction) and CCO No. 41 (\$8,500.00 increase for removal of two large trees and replacement of existing water damaged by this work)
- D. CN C13093 with Pacific Financial Insurance Group for construction of the I-10 Riverside Avenue Interchange Landscaping project: CCO No. 1 Supplement 1 (\$30,873.47 increase to compensate contractor for installing over-side drainage system to eliminate nuisance water from existing I-10 shoulder as determined during final walk through by Caltrans at completion of Riverside bridge reconstruction).
- E. CN C13108 with Skanska Civil, USA for construction of the Palm Avenue Grade Separation project: CCO No. 6 Supplement 1 (no cost/no credit change for revisions to San Bernardino Municipal Water District water line relocation work); CCO NO. 8 (\$71,027.00 increase for revisions to planned work at Denny's Restaurant, change in cross slope of unpaved sidewalk areas, as requested by City of San Bernardino, and changes in structure section of temporary detour) and CCO No. 9 (\$4,242.00 increase for relocation of existing pole gate used to close Institution Road during flooding westerly of project limits).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0841 and 0874.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

I-10/Citrus Interchange – Executed Change Orders		
Number	Description	Amount
001	TRAFFIC CONTROL	\$35,000.00
001 S-1	TRAFFIC CONTROL, ADD'L FUNDS	\$35,000.00
001 S-2	TRAFFIC CONTROL, ADD'L FUNDS	\$30,000.00
002	MAINTAIN IRRIGATION AND LANDSCAPING	\$8,000.00
003	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$25,000.00
004	PARTNERING	\$10,000.00
005	DISPUTE REVIEW BOARD	\$15,000.00
006	MAINTAIN EXISTING ELECTRICAL SYSTEMS	\$20,000.00
007	GRAFFITI REMOVAL	\$5,000.00
008	DS-10 REDESIGN AND ALIGN	\$(143,397.00)
009	REPLACE LOOP DETECTION WITH VIDEO DETECTION	\$18,645.00
010	SEWER CONNECTION ON SOUTH CITRUS	\$7,945.48
011	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP	\$(164,877.00)
011 S-1	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP SUPPLEMENT 1	\$46,674.75
012	OVER-EXCAVATE AND RE-COMPACT UNDER OH ABUTMENTS AND WW	\$11,483.50
013	REPLACE RSC AND RSLCB IN WB OFF-RAMP GORE	\$(41,180.48)
014	SEPTIC SYSTEM FOR 76 GAS STATION	\$36,783.25
015	ROW DELAY FOR ALCORN FENCE	\$1,500.00
016	DS-15 CONNECTION TO DS-1	\$2,911.33
017	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC	\$11,130.00
017 S-1	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC, ADDITIONAL FUNDS	\$27,000.00
018	REPLACE RSC WITH STANDARD JPCP - WB ON-RAMP GORE	\$(32,840.80)
019	REPLACE RSC WITH STANDARD JPCP - EB OFF-RAMP GORE	\$(62,956.58)
020	REPLACE RSC WITH STANDARD JPCP AT WB OFF-RAMP GORE	\$(21,153.30)
021	NON-COMPENSABLE EXCUSABLE DELAY	\$0.00
022	LONGITUDINAL TINING	\$8,500.00
023	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$161,000.00
024	PARAPET HEADWALL HEIGHT CHANGE	\$4,000.00
025	76 GAS STATION IMPROVEMENTS	\$38,000.00
026	NON-COMPENSABLE EXCUSABLE DELAY - 4 DAYS	\$0.00
028	DEMO AND GRADE ON CITRUS AVENUE	\$(28,022.88)
029	REMOVAL AND DISPOSAL OF MAN-MADE OBJECTS	\$26,000.00
030	ROCK BLANKET CREDIT	\$(74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$0.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$27,111.10
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
041	TREE REMOVAL AND WATER LINE	\$8,500.00
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
30	Modifications to Drainage Systems	-\$115,480.50
31	Payment to Edison	\$10,000
33	Electrical Revisions for MSE wall	\$46,447.28
35	Increase in Various Items	\$73,234.66
36	Joint Armor for Bridge Sidewalks	\$13,000.00
CCO TOTAL		\$597,432.79
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$4,690,315.79

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 Riverside Landscaping - Executed Change Orders		
Number	Description	Amount
1	Additional Roadway Work and Roadside Signs	\$26,569.83
1 S-1	Drainage System for Nuisance Water	\$30,873.47
2	Suspension of Work	\$0.00
3	Existing Irrigation Deficiencies Corrections	\$5,000.00
4	Saw Cut Existing AC Pavement Edge	\$4,541.93
5	Credit to Agency for Compensation of Costs and Expenses from Default of AWL	(\$102,000.00)
6	Remove SWPPP Reporting and Inspection Requirements	(\$653.20)
7	Remove/Replace Existing MBGR, Saw Cut Existing AC Pavement, and Install Vegetation Control	\$34,873.11
8	Traffic Re-Striping on Riverside Avenue	\$29,500.33
9	Eliminate Contract Item No. 52, 75mm Pressure Relief Valve	(\$950.00)
10	Install Rigid PVC Risers	\$4,250.00
11	Remove Rock from Irrigation Trenching Operations	\$10,000.00
CCO TOTAL		\$42,005.47
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$189,850.00

SR-210 Segment 11 Landscaping - Executed Change Orders		
Number	Description	Amount
2	Additional Roadside Signs	\$ 1,955.96
3	Increase for Water Meter Costs	\$ 41,729.38
4	Exploratory Excavation for irrigation lines	\$ 30,000.00
5	Installation of Irrigation Crossovers	\$ 40,000.00
6	Traffic Control and Public Safety	\$ 5,000.00
8	Embankment Slope Repair	\$ 64,844.08
CCO TOTAL		\$ 113,685.34
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 414,031.83

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

Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
9	Relocate Existing Pole Gate	\$ 4,242.00
CCO TOTAL		\$ 152,892.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

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



- 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: June 12, 2014

Subject: Election of Committee Chair and Vice Chair

Recommendation: That the Board of Directors conduct elections for members to serve as Chair and Vice Chair of the SANBAG Board of Directors Metro Valley Study Session for terms to end June 30, 2015.

Background: Terms for the Chair and Vice Chair of each of the SANBAG policy committees expire on June 30, 2014. Election of Chair and Vice Chair for each of the policy committees is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Study Session to serve until June 30, 2015. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

Financial Impact: Staff support for this activity is consistent with the adopted budget. There is no additional financial impact on the adopted SANBAG Fiscal Year 2014/2015 budget.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

Approved
 Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS 1406a-gc
 Attachment: MVSS1406a1-gc

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p>	<p>Edward Paget, Needles (Chair) Ryan McEachron, Victorville, (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Julie McIntyre, Barstow James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto</p>	<p>Indeterminate (6/30/2014) Indeterminate (6/30/2014) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

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Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p>	<p>Board of Directors Richard Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)</p>	<p>6/30/2014 6/30/2014</p>

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p>	<p>Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/14 12/31/14 12/31/14</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the General Policy Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the General Policy Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2012-2013 Audit) - SANBAG President – Bill Jabn, Big Bear Lake - Vice President – L. Dennis Michael, Rancho Cucamonga - Immediate Past President – Janice Rutherford, Supervisor - Presidential Appointment – Walt Stanckiewicz, Grand Terrace</p>
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Larry McCallon, Highland Richard Riddell, Yucaipa</p>
<p>Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to modernize SANBAG's governance document.</p>	<p>Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.</p>	<p>Rhodes "Dusty" Rigsby, Loma Linda - Chair Mike Leonard, Hesperia Larry McCallon, Highland Pat Morris, San Bernardino</p>
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.</p>	<p>Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.</p>	<p>Review SANBAG's contracting policies and procedures and make recommendations to improve them.</p>	<p>Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino</p>

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SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Express Lanes Ad Hoc Committee In November 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>The purpose is to consider uses for anticipated toll revenue in excess of that needed to cover bond debt over the long-term.</p>	<p>Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee.</p> <p>27 This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Bill Jahn, City of Big Bear Lake Vice President – L. Dennis Michael, Rancho Cucamonga Immediate Past President – Janice Rutherford, Supervisor</p>
<p>Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review Right of Way policies and make recommendations on changes and signature authority limits.</p>	<p>Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors.</p> <p>The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.</p> <p>The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities:</p> <ol style="list-style-type: none"> (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. <p>The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multi-jurisdictional importance.</p> <p>The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

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SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>



- 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: June 12, 2014

Subject: Major Projects Status Briefing

Recommendation: Receive the Major Projects Status Briefing.

Background: The Major Projects Status Briefing for the period through March 2014, is a high level summary of relevant project information. SANBAG staff would like to highlight the following projects for this period:

1. I-215 Segments 1 and 2. The final portion of the \$650 million freeway reconstruction project in San Bernardino was opened for beneficial use in January. This corridor project adds one high occupancy vehicle (HOV) lane and one general use lane in each direction through the six mile corridor along with widened and lengthened bridges, interchange improvements, and added auxiliary lanes to improve traffic operations along the corridor. Final construction activities are anticipated to be complete later this year.

2. I-10/ Tippecanoe Interchange – Phase 1. This \$21 million project was opened for beneficial use in January. This project adds an auxiliary lane along eastbound I-10 from the Waterman on-ramp to the Tippecanoe off-ramp as well as adding additional turn lanes at the eastbound off-ramp intersection with Tippecanoe Avenue in the City of Loma Linda. Final construction activities

	<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.



- 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: June 12, 2014

Subject: San Bernardino Valley Coordinated Traffic Signal System – Tiers 3&4 Final Report

Recommendation: Receive Final Report for the San Bernardino Valley Coordinated Traffic Signal System, Tiers 3 & 4.

Background: In September 1999, the San Bernardino Associated Governments (SANBAG) Board approved development of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Tiers 1, 2, 3 and 4 Plan to be implemented over a 10-year period. SANBAG has worked with cities, the County and the California Department of Transportation (Caltrans) to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the signal synchronization program is to decrease arterial travel times, congestion, fuel consumption and air pollution. Construction of the project required implementation of signal timing and coordination plans, hardware and communication upgrades, support monitoring and maintenance of signal operations. The plan identified a total of four tiers to fully implement the system. The first construction project completed Tiers 1 & 2 in 2008 which coordinated approximately 650 intersections; the Tiers 3 and 4 construction project, completed in August of 2012, coordinated over 420 intersections.

In June 2009, SANBAG Board approved Contract No. C09179 with Advantec Consulting Engineers, Inc. for the design of the SBVCTSS Tiers 3 & 4 project. The scope of work for this contract had two phases. The first phase, design, was

	<p><i>Approved</i> <i>Board Metro Valley Study Session</i></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.

MVSS1406b-tjk

completed in the middle of 2010, and second phase, implementation of the timing plans upon completion of construction, was completed in January 2013.

In March 2013, SANBAG Board approved Contract No. C12027 with Advantec Consulting Engineers, Inc. for SBVCTSS Tiers 3 & 4 Maintenance and Monitoring. As part of the scope of this contract, the consultant is to conduct an after study to determine the benefits of the project. The study looked at traffic flow, congestion, fuel consumption, and pollutant and greenhouse gas emissions.

The study has concluded that SANBAG's SBVCTSS Tiers 3 & 4 is a cost-effective way of improving traffic flow and reducing congestion along arterial corridors, thereby reducing fuel consumption, pollutant and greenhouse gas emissions, as well as providing other tangible benefits to the travelers. The report documents the improvements and benefits resulting from this project.

For the first year the study estimates that this project has resulted in fuel savings of 2,467,157 gallons; with corresponding reduction in Green House Gases (GHG) and other pollutants emissions of about 6,646 tons. The estimated vehicle travel time savings is 1,271,060.

The overall monetary savings for the first year of traffic signal synchronization implementation is estimated to be \$25,441,645. This can be broken down into \$706,166 in emissions reduction, \$9,666,247 in fuel savings and \$15,069,232 in overall vehicle travel time reduction. At a total cost of \$1,589,237, the Benefit/Cost ratio of this project is estimated to be 16:1 for the first year of implementation.

Financial Impact: This item imposes no financial impact as this work was anticipated under Task No. 0701.

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



- 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: June 12, 2014

Subject: Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction 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 Amendment No. 3 to Cooperative Agreement No. C11103 with the California Department of Transportation (Caltrans) for Right of Way activities on the I-15/I-215 Devore Interchange Reconstruction Project which reduces SANBAG's Measure I funding responsibility by \$13,229,689.00 to a new total of \$30,107,136.00.
2. Approve Amendment No. 2 to Cooperative Agreement No. C12216 with Caltrans for Design Build activities on the I-15/I-215 Devore Interchange Reconstruction Project which increases SANBAG's Measure I funding responsibility by \$14,134,136.00 to a new total of \$18,796,136.00.

Background: Amend two existing Cooperative Agreements. Currently, design on the I-15/I-215 Devore Interchange Improvements Project is over 85% complete and construction is about 14% complete. All of the project right of way has been secured for the project, with some minor exceptions, however, condemnation activities are ongoing on approximately 25 parcels.

*

	<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		CTA	X	SAFE		CMA	
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Check all that apply.

MVSS1406c-ds

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C1110303.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C1221602.doc>

SANBAG currently has two active cooperative agreements for ongoing work on the Devore Interchange Reconstruction Project. The following is the history of these cooperative agreements:

Right of Way cooperative agreement C11103:

Original Agreement- Approved June, 2011 Board

Amount: \$2,500,000 in Measure I Cajon Pass funds

Scope: initial study, early acquisitions, and right of way engineering.

Amendment 1- Approved March, 2012 Board

Amount: Increase SANBAG funding responsibility by \$47,853,825 to a new total of \$50,353,825 including \$40,836,825 in additional Measure I Cajon Pass funds and \$7,017,000 in utility costs to be paid by the utility companies directly

Scope: fund all anticipated project right of way capital costs and Caltrans support costs.

Amendment 2 - Approved April, 2013 Board

Amount: No net change in cost. Shifted \$500,000 from right of way capital to Caltrans support

Scope: Specify that Caltrans will handle most of the eminent domain activities instead of SANBAG.

Design-Build cooperative agreement C12216:

Original Agreement - Approved April, 2012 Board

Amount: \$8,011,000 in Measure I Cajon Pass fund contribution

Scope: Designate agency roles and responsibilities during the design-build phase and specify funding sources for this phase.

Amendment 1- Approved September, 2012 Board

Amount: Reduced Measure I fund contribution down to \$4,662,000

Scope: Reduce Measure I funding due to utilizing newly available additional federal funding on the project.

At its April 11, 2013, Board Meeting, SANBAG approved proceeding with negotiating two large construction change orders related to accommodation of the ultimate corridor on I-15 through the Devore Interchange and construction of retaining walls to minimize right of way impacts on the project. It was anticipated that most, if not all, of these additional costs would be recovered through anticipated cost savings in the right of way phase. Based on Board direction, staff has been working with Caltrans to define the work required to

address these changes and negotiate with Caltrans and Atkinson Contractors, the Design Builder, construction change orders for this work. The negotiated cost of the construction change orders is \$14,134,136.00. This includes work for modification of the design and additional construction work for accommodating the ultimate corridor on I-15 through the I-15/I-215 Interchange, the addition of several large retaining walls to minimize or eliminate property takes, and it also includes \$222,479 in utility protection work originally anticipated to be completed by the utility companies and paid for by SANBAG as part of the utility costs. These additional costs are reflected in the Design Build cooperative agreement amendment that is submitted for approval.

In conjunction with the increase in cost for the project construction work, there is an anticipated savings in the right of way costs for the project. These savings are anticipated based on several factors. With the addition of the new retaining walls, three large parcels that were occupied, potential full takes are now being completely avoided and significant utility relocation work adjacent to these parcels has also been eliminated. The Design Builder's design alternative which impacts the ultimate corridor footprint requiring the large construction change order, also eliminated about 13 partial or full acquisitions by utilizing a smaller footprint and working with Caltrans and SANBAG to minimize right of way impacts. Another factor in the right of way cost reduction is that some of the utility relocation work and protection of existing utility facilities is now being done more cost effectively by the Design Build contractor. Currently, these savings are conservatively anticipated to be \$13,229,689.00. At this point, there are properties which are still in condemnation, so the final settlement costs could be somewhat different than estimated. A 25% contingency has been included in this savings amount. In addition, all the utility relocation work has not been completed. The anticipated savings indicated in the figure above is based on the estimated cost plus a 25% contingency. Actual final costs may vary which would affect what the final savings might be. The savings reflected in the agreement amendment is based on the latest estimates currently available.

The right of way cooperative agreement would be amended to reduce SANBAG's Measure I contribution by \$13,229,689.00. The design build cooperative agreement would be amended to increase SANBAG's Measure I contribution by \$14,134,136.00. There are several factors that are anticipated to decrease the final differential between the two agreements. First, SANBAG has five excess parcels which will be sold over the next few years. Our current estimate for net proceeds from the sale of these is roughly \$800,000. In addition, SANBAG will receive \$928,000 back from one utility company for betterment costs they are responsible for reimbursing. Based on these factors, it is anticipated that the final net differential will reflect a savings in Measure I expenditures. These amendments reflect the current cost estimates and the cooperative agreements may be amended again, if necessary, once final costs are determined. Staff recommends approval of these two cooperative agreement amendments.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0880. The funding source is Measure I 2010-2040 Cajon Pass Fund.

Reviewed By: This item is also scheduled for review by the Mountain/Desert Policy Committee on June 20, 2014. SANBAG General Counsel has reviewed the draft amendments and this item.

Responsible Staff: Dennis Saylor, Project Manager



CONTRACT SUMMARY SHEET

Contract No. C 11103 Amendment No. 3

By and Between

San Bernardino County Transportation Authority and California Department of Transportation

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

Board of Director's Meeting Date: 7/2/14
Overview of BOD Action: Approve cooperative agreement amendment to reduce cost responsibility consistent with project r/w savings

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	2,500,000.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	43,336,825.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	(13,229,689.00)	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	30,107,136.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 30,107,136.00

Contract Start Date 6/1/11	Current Contract Expiration Date 12/31/19	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. 0880.

A Budget Amendment is required.

How are we funding current FY? Measure I 2010-2040 Cajon Pass Funds

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

All SANBAG funding from Measure I 2010-2040 Cajon Pass funds. Other funding by utilities for their share.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Dennis Saylor

Project Manager (Print Name) <i>Garry Colvoco</i>	Signature <i>Dennis Saylor</i>	Date <i>5/29/14</i>
Task Manager (Print Name) <i>Andrea Zureick</i>	Signature <i>Andrea Zureick</i>	Date <i>6/3/14</i>
Dir. of Fund Admin. & Programming (Print Name) <i>Jeffrey Hill</i>	Signature <i>Jeffrey Hill</i>	Date <i>6/3/14</i>
Contract Administrator (Print Name) <i>Jan [unclear]</i>	Signature <i>Jan [unclear]</i>	Date <i>6/3/14</i>
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 3 TO AGREEMENT 1473

THIS AMENDMENT No. 3 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

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

RECITALS

1. CALTRANS and AUTHORITY collectively referred to as PARTNERS, entered into Agreement No. 08-1473, (AGREEMENT) on June 16, 2011, defining the terms and conditions to define and stipulate their respective responsibilities towards project on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT." In the Agreement the parties stipulated as to their respective Right of Way responsibilities only through the initial PA&ED phase for PROJECT.
2. PARTNERS entered into Amendment No. 1 to AGREEMENT on March 27, 2012, to restate in its entirety Agreement No. 08-1473 to define and stipulate on the terms of all the Right of Way (R/W) activities including the ones not included in the Original Agreement.
3. PARTNERS entered into Amendment No. 2 to AGREEMENT on April 18, 2013, to reallocate funds in the FUNDING SUMMARY and increase the amount allocated to "R/W Support Reimbursed" by \$500,000 and reduce the amount allocated to "R/W Capital" by \$500,000 to support costs for CALTRANS legal services through the condemnation process. Such reallocation will likely need to be adjusted upwards once the number of cases and extent of legal work required for these specific properties are more defined. PARTNERS also revise the SCOPE SUMMARY to clarify some roles and responsibilities that were not clearly defined previously.
4. PARTNERS now seek to revise the funding summary as the right of way needs were reduced due to design refinements and by adding retaining wall systems

thereby reducing the right of way capital costs by \$13,229,689 This saving will be used on the Project for Design-Build Agreement 1513.

5. A revised FUNDING SUMMARY is attached to and is a part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY, dated April 22, 2014 is attached to and made part of this AMENDMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY, dated April 22, 2014, attached herein.
2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
3. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

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

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

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

By: _____
L. Dennis Michael
Board President

APPROVED AS TO FORM AND
PROCEDURE:

ATTEST:

By: _____
Attorney,
Department of Transportation

By: _____
Vicki Watson
Board Clerk

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
General Counsel

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

FUNDING SUMMARY

Dated April 22, 2014

Funding Source	Funding Partner	Fund Type	R/W Capital (Mitigation)	R/W Capital	R/W Support Reimbursed	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Measure I	\$14,720,700	\$13,350,611	\$2,035,825	\$2,035,825	\$28,071,311	\$30,107,136
LOCAL	AUTHORITY	Utility Companies		\$7,017,000			\$7,017,000	\$7,017,000
		Subtotals by Component	\$14,720,700	\$20,367,611	\$2,035,825	\$2,035,825	\$35,088,311	\$37,124,136

CONTRACT SUMMARY SHEET

Contract No. C 12216 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and California Department of Transportation

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Design-Build

Board of Director's Meeting Date: 7/2/14

Overview of BOD Action: Approve cooperative agreement amendment reflecting incorporation of project change orders being executed which result in r/w savings as well as other items

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	8,011,000.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	4,662,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	14,134,136.00	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	18,798,136.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 18,798,136.00

Contract Start Date <u>4/4/12</u>	Current Contract Expiration Date <u>12/31/17</u>	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0880.

A Budget Amendment is required.

How are we funding current FY? Measure I 2010-2040 Cajon Pass funds

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

SANBAG payable portion is from Measure I 2010-2040 Cajon Pass funds, other Fed and State funds are self-reimbursed by Caltrans

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? if yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Dennis Saylor

Project Manager (Print Name)

Garry Choe

Task Manager (Print Name)

Andrea Zureick

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

Jeffery Hill

Contract Administrator (Print Name)

William Jaworski

Chief Financial Officer (Print Name)

<u>Dennis Saylor</u>	<u>5/29/14</u>	Date
Signature		
<u>Garry Choe</u>	<u>5-29-14</u>	Date
Signature		
<u>Andrea Zureick</u>	<u>5/2/14</u>	Date
Signature		
<u>Jeffery Hill</u>	<u>6/3/14</u>	Date
Signature		
<u>William Jaworski</u>	<u>6/3/14</u>	Date
Signature		

AMENDMENT NO. 2 TO AGREEMENT 1513

THIS AMENDMENT No. 2 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

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

RECITALS

- 1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, entered into Agreement No. 1513, (AGREEMENT) on April 27, 2012, defining the terms and conditions to complete the DESIGN-BUILD phase for improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through the I-15 IC, referred to as PROJECT.**
- 2. PARTNERS entered into Amendment No. 1 to AGREEMENT on September 13, 2012 to increase SHOPP funding to \$118,008,000, add \$3,341,000 in IMD funds and reduce Measure funding to \$4,662,000.**
- 3. AGREEMENT established that the Design-Build Capital funds to be used were SHOPP \$118,008,000; SHOPP Rehab \$19,600,000; STIP/RIP \$18,594,000; Earmarks \$2,000,000; STP \$59,323,000; Measure \$4,662,000; IMD funds \$3,341,000, and that the Design-Build Support funds to be used were STIP/RIP \$26,551,000.**
- 4. PARTNERS now seek to decrease the Design-Build Capital funds SHOPP to \$83,865,000; eliminate the SHOPP Rehab funds; add CMIA funds of \$53,743,000; increase the Measure funding to \$18,796,136 to cover Contract Change Orders (CCO) for design and construction for future facility revisions and retaining wall system in lieu of right of way take and some utility protection costs previously budgeted within the right of way cooperative agreement. This**

budgeted cost from the Right of Way agreement (1473) will be a saving from Right of Way Capital and will be transferred to this Design Build Agreement.

5. CALTRANS shall deduct from the Design-Build Contractor, the cost for Freeway Service Patrol (FSP) which the latter is availing in accordance to the Design-Builder Contract. A CCO will be approved upon final reconciliation of costs for the FSP upon completion of work. Since SANBAG is incurring the cost for the FSP, a final adjustment in the Measure contribution to the PROJECT will be done upon the approval of the CCO whereby all deductions for FSP from the progress payments will be credited against SANBAG's share shown in FUNDING SUMMARY A/2.
6. Utility relocation Work for San Bernardino Municipal Water (SBMW) is funded through Measure funding and is included in the FUNDING SUMMARY A/2.
7. A revised FUNDING SUMMARY A/2 is attached to and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY A/2 is attached to and made part of the AMENDMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY A/2 attached herein.
2. CALTRANS shall deduct from the Design-Build Contractor, the cost for Freeway Service Patrol (FSP) which the latter is availing, in accordance to the Design-Builder Contract. A CCO will be approved upon final reconciliation of costs for the FSP upon completion of work. Since the cost for FSP is being debited from SANBAG's Measure funds, a final adjustment in the Measure contribution to the PROJECT will be done upon the approval of the CCO. All deductions for FSP from the progress payments will be credited against SANBAG's share shown in FUNDING SUMMARY A/2. CALTRANS will refund to SANBAG the actual cost of FSP upon final accounting in accordance with paragraph 3 of article 93 of the AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

APPROVED

APPROVED

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

By: _____
L. Dennis Michael
Board President

**APPROVED AS TO FORM AND
PROCEDURE:**

ATTEST:

By: _____
Attorney,
Department of Transportation

By: _____
Vicki Watson
Board Clerk

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
General Counsel

**CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:**

By: _____
Accounting Administrator

FUNDING SUMMARY A/2

Funding Source	Funding Partner	Funding Type	DB Support	DB Capital	Subtotal Funds Type
STATE	CALTRANS	SHOPP	\$0	\$83,885,000	\$83,885,000
STATE	CALTRANS	CMIA	\$0	\$53,743,000	\$53,743,000
STATE	AUTHORITY	STIP/RIP	\$26,551,000	\$18,594,000	\$45,145,000
FEDERAL	AUTHORITY	Earmarks	\$0	\$2,000,000	\$2,000,000
FEDERAL	AUTHORITY	STP	\$0	\$59,323,000	\$59,323,000
FEDERAL	AUTHORITY	IMD	\$0	\$3,341,000	\$3,341,000
LOCAL	AUTHORITY	Measure	\$0	\$3,434,000	\$3,434,000
LOCAL	AUTHORITY	Measure	\$0	(CCO) \$14,134,136	\$14,134,136
LOCAL	AUTHORITY	Measure	\$0	(SBMW) \$1,228,000	\$1,228,000
		Subtotals by Component	\$26,551,000	\$239,662,136	\$266,213,136



- 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: June 12, 2014

Subject: Interstate 215 (I-215) Bi-County Project Environmental Mitigation Fees for Impacts to the Santa Ana River

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 the Executive Director to execute purchase orders to make payments for in-lieu of mitigation fees for project related impacts to the Santa Ana River, for a total not to exceed amount of \$215,000.00.

Background: The I-215 Bi-County Project involves the construction of approximately 7.5 miles of High Occupancy Vehicle (HOV) lanes, otherwise known as carpool lanes, between State Routes 60, 91, and I-215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. SANBAG is the project sponsor and is the funding agency for all support, capital outlay, and environmental permit costs. The California Department of Transportation (Caltrans) agreed to administer the construction phase of the project through Cooperative Agreement No. C12189, which was approved by the SANBAG Board of Directors in April, 2012.

During the Project Approval and Environmental Document (PA/ED) phase of the project, a 1602 Streambed Alteration Permit was obtained from the California

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.

Department of Fish and Wildlife (CDFW) for impacts resulting from work in the Santa Ana River. The impacts referenced in the permit and the associated mitigation was based on preliminary design information and included 2.63 acres of impacts. The impact areas in the Santa Ana River in the original permit accounted only for areas to accommodate pile driving work and an access route.

During construction of the project in late 2013, to comply with a separate environmental permit with the Regional Water Quality Control Board, Caltrans directed the contractor to construct diversionary berm structures within the Santa Ana River to divert water from construction work areas. The diversionary berms were constructed by grading soil from un-vegetated streambed areas. The grading and construction of the diversionary berms increased the impact footprint in the river requiring an adjustment to the initial 1602 Permit. Additional impacts of 7.38 acres were calculated due to this work.

With the adjustment to the 1602 Permit, CDFW required additional mitigation fees to address the increase to the project impact area. Initially, CDFW required purchase of mitigation credits at 0.5 acres to 1 acre of impacts. With the current rate for aquatic mitigation credits at about \$160,000 per acre, this would have resulted in a potential mitigation cost of \$590,000 for the additional 7.38 acres of impacts.

In early 2014, CDFW offered an opportunity to reduce the mitigation fee if SANBAG could pay a portion of the mitigation fees up front in an amount of \$85,000. This is so the Inland Empire Resource Conservation District (IERCD) could purchase an off-site mitigation property in the Big Bear Area. With an early payment, CDFW agreed to reduce the mitigation fees to a total amount of \$300,000.

In March 2014, a Purchase Order of \$85,000 was approved by the SANBAG Executive Director under SANBAG Policy 11000. With this payment, the remaining mitigation amount is \$215,000. At this point in time, CDFW has not determined how the remaining mitigation fees are to be paid. The remaining mitigation could either be paid to one resource conservation agency or to multiple agencies. Staff expects to receive direction from CDFW on how to pay the remaining mitigation fee in July or August of this year. Staff is recommending that the Board authorize the Executive Director to execute the necessary purchase order(s) to make payment(s) to the appropriate agency(ies) for a total not to exceed amount of \$215,000 once direction is provided by CDFW for the remaining mitigation fee requirement.

Financial Impact: This item is consistent with the Fiscal Year 2014/2015 Budget. Funding for this contract will be provided under Task No. 0839. The funding source is Measure I Valley Freeway Fund.

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

Responsible Staff: Dennis Saylor, Project 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: 9

Date: June 12, 2014

Subject: State Route (SR) 210 Pepper Avenue Interchange, Request for Proposals (RFP) for Construction Management Services

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 advertisement of RFP14154 for Construction Management Services for the SR-210 Pepper Avenue Interchange Project.

Background: The SR-210 Pepper Avenue Interchange project will provide freeway access for Pepper Avenue in the City of Rialto. The proposed project would provide an alternative freeway access point and reduce congestion on the existing SR-210/Riverside Avenue Interchange. This project was planned as part of the SR 210 Corridor Project and will provide freeway access to the newly completed Pepper Avenue.

The circulation of the Draft Environmental Document was initiated in mid-May 2014, and environmental approval is expected in July. The Plans, Specifications, and Estimates (PS&E) phase has begun and is anticipated to be completed by late 2014 to early 2015. Releasing an Invitation for Bids is planned for the first half of 2015 and award of the construction contract in mid to late 2015.

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"/>	X	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 MVSS1406b-pm

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests%20for%20Proposals%20RFPs/RFP14154.docx>

Staff is recommending approval of this agenda item which will initiate the procurement process for a Construction Management firm. The selected firm will provide construction management, inspection, materials testing, public outreach and construction surveying services for this project. The consultant will also provide constructability reviews, assist with advertising the project for construction, and other preconstruction activities as required.

Starting the procurement process now will allow the SANBAG Board of Directors to award a contract in time for the Construction Management firm to perform constructability reviews later this year, prior to completion of the PS&E phase.

Financial Impact: This item is consistent with the Fiscal Year 2014/2015 budget. Funding for this contract will be provided under Task No. 0883. The funding source is 1990 Measure I Valley Fund – Major Projects.

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

Responsible Staff: Dennis Saylor, Project Manager

ATTACHMENT A - SCOPE OF WORK

INDEX

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and public outreach for the Project. A description of the Project is given below.

State Route 210 and Pepper Avenue Interchange

The construction project is located along State Route 210 in the City of Rialto. This project proposes to construct a new full-service diamond interchange to improve freeway access for the area. The construction project includes the following work elements:

- Construction of:
 - Freeway ramps
 - Retaining walls
 - Stormwater basins
 - Traffic Signals and other electrical improvements
 - Landscape Planting

The project will also include paving, utility relocations, drainage modifications, signing and striping, traffic handling, and erosion control.

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

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of a freeway interchange project on the State Highway System.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

SANBAG anticipates that the total contract will be approximately 30 months in duration, with preconstruction services starting in November 2014, advertise construction contract in April 2015, award construction contract in June 2015, and construction starting in July 2015 and ending in June 2016. Project will require landscape plant establishment period of 12 months followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about \$15.5 million.

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

The SANBAG Director of Project Delivery has designated a Construction Manager to coordinate all construction activities.

Mike Barnum, Construction Manager

The CONSULTANT shall coordinate work through the SANBAG Construction Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Construction Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

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

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

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

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

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

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

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

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

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

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

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

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

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

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SANBAG in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SANBAG and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

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

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

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

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

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services
 - a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as

appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

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

c. Constructability Review

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

2. Bid Process

a. Bid Documents

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

- 1) Review of bid documents
- 2) Preparation of bid tabulations

b. Pre-construction Meetings

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

c. Contract Award

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

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

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

3. Project Administration

- a. **CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.**
- b. **CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.**
- c. **CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.**
- d. **CONSULTANT shall provide reports as needed to comply with specific funding requirements.**
- e. **CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.**
- f. **CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal**
- g. **CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.**
- h. **CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, highlights and critical issues.**
- i. **CONSULTANT shall review and ensure compliance with environmental requirements.**
- j. **CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.**
- k. **CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.**
- l. **CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.**
- m. **CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).**

- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

1. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
5. Construction Inspection
- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
 - b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
 - c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
 - d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
 - e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by

recommending sound engineering solutions.

- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

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

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

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

4) Three Line Profiles

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

5) Right of Way Lines

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

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

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

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

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

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

c. Public Outreach

- 1) **General Public Outreach Plan**
 - a) **SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.**
 - b) **SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:**
 - i. **LOCAL AGENCY**
 - ii. **SANBAG Board**
 - iii. **LOCAL AGENCY and area Emergency Service Providers**
 - iv. **School Transportation Coordinator(s)**
 - v. **Local Business Community**
 - i) **Specific businesses with expanding priority based on proximity to work zone and detours**
 - ii) **Chamber of Commerce**
 - vi. **Commuters**
 - vii. **Recreational Travelers**
 - viii. **Trucking Industry**
 - ix. **Local media**
 - i) **Print**
 - ii) **Radio**
 - iii) **Television**
 - c) **In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.**

- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster

for posting, distribute to appropriate media and stakeholder list.

iv. Emergency notices – when needed.

v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

8. Contract Change Orders and Claims

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

negotiate and prepare appropriate Contract Change Orders.

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

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

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

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

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

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all Project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
- 5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

- b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
- c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

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

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;

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

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction only from SANBAG and shall regularly inform only SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or

recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

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

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

- a. A minimum of five (5) years' project management experience on similar construction projects is desired.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
- 2) Assign personnel to projects on an as-needed basis.
- 3) Administer personal leave.
- 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional

responsibilities:

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

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

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

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

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress

and solving field problems.

- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
 - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and

drainage structures.

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

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:

- 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
- 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
- 3) Administer personal leave, subject to approval of the Resident Engineer.
- 4) Prepare monthly reports for delivery to the Resident Engineer.
- 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
- 6) Assist SANBAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
- 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

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

10. Materials Technicians

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

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

sieve analysis tests, operation scales and inspecting spread operations.

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

b) **Knowledge and Skills Required**

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

2) **CONSTRUCTION TECHNICIAN II**

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

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

b) **Knowledge and Skills Required**

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

contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

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

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

b) Knowledge and Skills Required

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

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

- d. Under the direction of the Resident Engineer, the Construction Surveyor Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

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

13. Survey Crews

- a. Qualifications for survey crew members should include the following:

- 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.



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

Minute Action

AGENDA ITEM: 10

Date: June 12, 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 in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled meeting:

1. Approve suspending the development of the I-215 Mount Vernon Avenue/Washington Street Interchange project until such time as the reconstruction of the interchange is needed to accommodate the ultimate I-215 widening or until an alternative funding source is identified; and
2. 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.

Background: The main purpose of the I-215 Mount Vernon/Washington Interchange Improvement Project was 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 approved by the California Department of Transportation (Caltrans) on March 6, 2013.

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.
 MVSS1406b-gc
 Attachment: MVSS1403a-bmf

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. The scope of work included completing a preliminary analysis on six alternatives. Due to the demands of the stakeholders, the preliminary analysis led to 34 variations, with a lot of the variations requiring more extensive analysis than had been contemplated when the original scope had been developed. The viable alternatives varied in total cost from \$90 million to \$150 million, in current dollars. The most expensive alternative includes structures to carry both Mt. Vernon Avenue and Washington Street separately over the freeway.

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 provided by the Officers was to delete the interchange project from the Measure I Valley Freeway Projects program and add it to the Measure I Valley Freeway Interchange program.

The direction provided by the Officers was included in the May 2014 Board agenda. At the meeting, the agenda item was removed as additional discussions were occurring with the City of Colton and the City of Grand Terrace. The results of the discussions established the following recommendations to be considered.

Recommendations 1: 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.

Since the structure does not need to be replaced until the I-215 ultimate widening is constructed, it is recommended that the project development of the I-215 Mount Vernon/Washington interchange project be suspended at this time. It is further recommended, that the project be developed and funded as part of the ultimate widening project or at such time as an alternative funding source is identified.

Recommendation 2: For the reasons stated above, the project development of the subject interchange should be suspended. Given this, it is recommended that the contract with TranSystems be terminated for convenience. The contract allows SANBAG to terminate the contract without cause.

Supplemental information requested by the Metro Valley Study Session members.

Amount spent to date on the interchange project and what would it cost to get the project shelf ready - \$750,169 was spent on the preparation of the Project Study Report and \$1,090,299 has been spent for the Preliminary Engineering/Environmental (PA/ED) phase. Some of the products produced will be of value when the development of the project recommences, including the PSR and some of the analyses. The estimated cost to complete the remaining tasks for the PA/ED phase is \$2.4 million, for a total estimated cost of \$3.5 million. To complete the design phase the estimated cost is \$5 to \$9 million dependent on the alternative selected. If the PA/ED were to be completed without moving directly into the design phase, the delay may be such that some of the studies may become stale and require rework. For example, the traffic studies must be less than three years old in order to remain valid. Typical traffic studies range from \$100,000 to over \$300,000, depending on the magnitude of the project and the number of alternatives. These particular studies are very important as information yielded from these studies is used as the basis for air quality and noise studies. In addition, traffic study data serve as the basis for the geometric layout which, in turn, defines the right-of-way footprint. Other studies have differing shelf lives. The effects of shelving a project can include cost increases due to rework, additional studies, meeting new regulations, and/or the high cost of new or expanded mitigation requirements.

What happened since 2009 when the decision was made to "right-size" the freeway project - The Project Study Report (PSR) was being prepared. The preparation of the PSR was delayed due to State budget cuts which did not provide Caltrans' resources for PSR development. The PSR was approved by Caltrans in March 2013.

Although the Washington Street structure does not need to be replaced to accommodate the current I-215 widening, there are benefits to the replacement prior to construction of the ultimate I-215 facility. The benefits include:

- Full standard shoulders - To accommodate the freeway lanes currently under construction, the shoulders at the structure will need to be reduced.
- Standard vertical clearance – The existing structure does not have standard clearance and is struck by oversize loads on an average of every two months. Mitigating this issue is Caltrans' responsibility, but they do not have the funding to replace the structure.

- Accommodates the future second lane in each direction – This structure will be the only structure on the San Bernardino County portion of the I-215 that needs to be replaced to accommodate the second lane. The addition of the second lane will probably not occur for many years to come.

These benefits need to be considered against the now known cost of the project, \$90 to \$150 million, in deciding whether to proceed with the project. Most of the work completed has provided the information needed to make this decision.

-
- Financial Impact:*** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task No. 0845.
- Reviewed By:*** This item is not scheduled for review by any other policy committee of technical advisory committee. SANBAG General Counsel and Contract Administrator have not reviewed this item.
- Responsible Staff:*** Garry Cohoe, Director of Project Delivery

ATTACHMENT

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 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, 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

* Frank Navarro made a motion to withdraw this agenda item from consideration to provide SANBAG staff the opportunity to meet with Caltrans, FHWA, and the Cities of Colton and Grand Terrace to gain a better understanding of the project's status to facilitate making better decisions regarding which alternatives to present. An amendment to the motion also included direction to the Executive Director to meet with the SANBAG Executive Officers to review the management and oversight of the contract and take action as required; Second by Ray Musser. Motion carried unanimously (19-0-0).

A subsequent and additional motion was made by Larry McCallon to request that an item be scheduled for a future Board of Directors Metro Valley Study Session meeting, to discuss whether or not the Mt. Vernon/Washington Avenue Interchange improvement project should continue under the guidelines of the old Measure I 1990-2010 Program or proceed under the new Measure I 2010-2040 Interchange Program. Staff agreed that it would be important to have this discussion prior to moving forward with the project. Second by Bill Jahn. Motion carried (11-8-0; Opposed: Aguilar, Musser, Navarro, Ramos, Robertson, Stanckiewicz, Tahan, and Yates).

- Present:**
- | | |
|-----------|--------------|
| Aguilar | Ovitt |
| Davis | Ramos |
| Graham | Riddell |
| Harris | Rigsby |
| Jahn | Robertson |
| McCallon | Stanckiewicz |
| McEachron | Tahan |
| Michael | Wapner |
| Musser | Yates |
| Navarro | |

Approved
 Board Metro Valley Study Session

Date: March 13, 2014

Moved: * See Notes Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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



- 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: 11

Date: June 12, 2014

Subject: North Vineyard and South Milliken Grade Separation Projects

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 Amendment No. 1 to Project Funding Agreement No. C14059 with the City of Ontario for Construction Support Services for the South Milliken Grade Separation Project to increase the contract by \$385,000 for a revised contract total of \$970,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$308,000 for a total contribution of \$776,000 with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2017.
2. Approve Amendment No. 2 to Project Funding Agreement No. C11167 with the City of Ontario for Right-of-Way services for the South Milliken Grade Separation Project to increase the contract by \$2,076,000 for a revised contract total of \$8,297,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$1,660,000 for a total contribution of \$6,637,600 with the remainder funded by the City of Ontario.

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.
 MVSS1406d-mkb

- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C14059%2001.doc>
- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C10094%2002.docx>
- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C11167%2002.docx>

3. Approve Amendment No. 2 to Project Funding Agreement No. C10094 with the City of Ontario for Construction Support Services for the North Vineyard Grade Separation Project to increase the contract by \$220,000 for a revised total of \$3,915,000, which includes an increased Measure I Valley Major Street Bond Fund contribution of \$176,000 for a total contribution of \$3,132,000, with the remainder funded by the City of Ontario, and extend the contract duration through June 30, 2016.

Background:

Amend three existing Agreements. 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 project proposes to separate the existing at-grade Union Pacific railroad crossing at the South Milliken Avenue location just north of Mission Boulevard. Similarly, North Vineyard Avenue is a north/south corridor running from north of Ontario International Airport to I-10 and is part of the Ontario Foreign Trade Zone No. 50-1. Separating the railroad crossing from North Vineyard Avenue which is a key location along the Alameda Corridor East is the subject matter of one of these agreements.

On June 4, 2008, San Bernardino Associated Governments (SANBAG) Board of Directors (Board) approved Cooperative Agreements with the City of Ontario for funding Project Approval and Environmental Document (PA&ED) Services for South Milliken Avenue and North Vineyard Avenue projects, Contract Nos. C08192 and C08194, respectively. The agreements provide that SANBAG and the City will share in the funding responsibility with SANBAG contributing eighty percent (80%) and the City of Ontario contributing twenty percent (20%) and the City of Ontario serving as the lead agency.

In June 2010, the Board approved Cooperative Agreement Nos. C10093 (South Milliken) and C10094 (North Vineyard) for funding of the Plans, Specifications and Estimate (PS&E) phase. The South Milliken PS&E Cooperative Agreement was transferred to C14059, with Board approval in November 2013. In May 2011, the Board approved the South Milliken Agreement No. C11167, and in August 2011, approved the North Vineyard Agreement No. C11168 to fund the right-of-way (ROW) phase of the projects. In June 2013, the Board approved Cooperative Agreement Nos. C13104 (South Milliken) and C13105 (North Vineyard) for funding of the Construction phase.

Recommendation Nos. 1 and 2: On the South Milliken Project, additional PS&E efforts are required to support construction efforts to respond to Requests for Information from the Construction Contractor; review shop drawings; and prepare the record drawings at the end of construction. Increased ROW funding is required for acquisition and compensation of two parcels to accommodate SCE transmission poles. Below, the tables show the South Milliken funding summaries for both PS&E and ROW.

Recommendation No. 1			
S. Milliken PS&E Funding Summary			
Task 0876; Agreements C10093 and C14059			
	City 20%	Measure I 80%	Total
C10093 (closed)*	949,000	3,796,000	4,745,000
C14059 Base	117,000	468,000	585,000
C14059 Amend 1	77,000	308,000	385,000
Total	\$1,143,000	\$4,572,000	\$5,715,000

*C10093 – expired June 2013. Total reflects combined contract amount for the S. Milliken PS&E task

Recommendation No. 2			
0876 S. Milliken ROW Funding Summary			
Task 0876; Agreement C11167			
	City 20%	Measure I 80%	Total
Base	\$1,244,200	\$4,976,800	\$6,221,000
Amendment 2	415,200	1,660,800	2,076,000
Total	\$1,659,400	\$6,637,600	\$8,297,000

Recommendations Nos. 3: On the North Vineyard project, additional PS&E efforts are required to support construction efforts to respond to Requests for Information from the Construction Contractor; review shop drawings; and prepare the record drawings at the end of construction. No additional ROW funds are required at this time. Below, the tables show the North Vineyard project funding summaries for both PS&E and ROW.

Recommendation No. 3			
N. Vineyard PS&E Funding Summary			
Task 0877 Contract C10094			
	City 20%	Measure I 80%	Total
Base	\$739,000	\$2,956,000	\$3,695,000
Amendment 2	44,000	176,000	220,000
Total	\$783,000	\$3,132,000	\$3,915,000

<i>Information Only</i>			
N. Vineyard ROW Funding Summary			
Task 0877; Contract C11168			
	City 20%	Measure I 80%	Total
Base	\$168,000	\$672,000	\$840,000

In an effort to support construction and finalize right of way acquisitions of the South Milliken and North Vineyard Grade Separation projects, staff is requesting approval of all three recommendations of this staff report.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task Nos. 0876 and 0877. The funding sources are Measure I Valley Major Street Bond Fund and Local Funds (City).

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.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 14059 Amendment No. 01

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Complete Plans Specifications and Estimate for S. Milliken Grade Sep Project

Board of Director's Meeting Date: July 2, 2014	
Overview of BOD Action: Approve Agreement to add funding to the South Milliken Grade Separation Project PS&E Phase	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	468,000	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	468,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	308,000	Contingency Amendment
TOTAL CONTRACT VALUE	\$	776,000	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 776,000

Contract Start Date 11/7/2013	Current Contract Expiration Date 8/30/2015	Revised Contract Expiration Date June 30, 2017
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract extended to include construction support services		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0876</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? : Measure I Valley Major Street Bond Fund					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Fund of 80% or \$776,000. Does not include City contribution of 20% or \$194,000. See Previous Agreement No. C10093					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Mary Brown <hr/> Project Manager (Print Name) <u>Gary Cohoe</u> <hr/> Task Manager (Print Name) <u>Andrew Zurawick</u> <hr/> Dir. of Fund Admin. & Programming (Print Name) <u>Jeffery Hall</u> <hr/> Contract Administrator (Print Name) <u>W. S. ...</u> <hr/> Chief Financial Officer (Print Name)	<div style="text-align: center;"> <hr/> Signature </div>	<div style="text-align: center;"> <hr/> Date <u>5/6/14</u> </div> <div style="text-align: center;"> <hr/> Date <u>5-8-14</u> </div> <div style="text-align: center;"> <hr/> Date <u>5/13/14</u> </div> <div style="text-align: center;"> <hr/> Date <u>5/16/14</u> </div> <div style="text-align: center;"> <hr/> Date <u>5/2-14</u> </div>
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**AMENDMENT NO. 1 TO
CONTRACT NO. C14059**

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

**PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE SOUTH
MILLIKEN AVENUE AND UNION PACIFIC RAILROAD GRADE
SEPARATION PROJECT**

This AMENDMENT No. 1 to Project Funding Agreement No. C14059 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C14059, dated November 5, 2013, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the S. Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT"); and

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C10093 dated June 2, 2010, amended in February 2013, and expired June 30, 2013, to jointly fund the Plans, Specifications and Estimates ("PS&E") Services for the Project; and

WHEREAS, CITY has identified \$385,000 of additional PS&E costs to support the construction phase; and

WHEREAS, SANBAG's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in SANBAG's share by \$308,000 and result in a total SANBAG contribution of \$776,000; and

WHEREAS, Section I, Article I of the AGREEMENT specifies that SANBAG’s share of the cost of the PROJECT shall not exceed \$776,000 unless SANBAG and CITY execute an amendment to the AGREEMENT; and

WHEREAS, SANBAG and CITY desire to amend the AGREEMENT by this AMENDMENT No. 1 to include the additional PS&E services needed for the PROJECT, as identified in Attachment A-1 to the AMENDMENT No. 1.

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

1. SECTION I, Article 1 of the AGREEMENT is deleted and replaced with the following:

“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A, PS&E Services Detail, and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$776,000, which represents 80% of estimated costs for the PROJECT as stated in Attachment B, Summary of Project Costs. Amendments to this reimbursement amount may be made by mutual agreement between SANBAG and CITY.”

2. SECTION III, Article 6 of the AGREEMENT is deleted and replaced with the following:

“This Agreement shall terminate on the earlier of June 30, 2017, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this Agreement or extended by mutual written consent of SANBAG and CITY.”

3. Attachment A.1 to this AMENDMENT No. 1 amends Attachment A. Attachment A.1 and Attachment B, are attached to and incorporated into this AMENDMENT No. 1. All references in the AGREEMENT to Attachment A shall mean Attachment A.1.
4. Except as amended by this AMENDMENT No. 1, all other provisions of AGREEMENT shall remain in full force and effect.
5. The AGREEMENT is incorporated into this AMENDMENT No. 1.
6. The Recitals to this AMENDMENT No. 1 are incorporated into this AMENDMENT No. 1.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, this AGREEMENT has been executed by the Parties on the dates below and is effective on the date executed by SANBAG.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

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

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
John Brown
City Attorney

Date: _____

Date: _____

**Attachment A.1 (Amendment No. 1)
South Milliken Avenue Grade Separation
Plans, Specifications and Estimates Services Detail**

C10093 PS&E Services:

Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario. **\$ 4,745,000**

C14059 PS&E Services:

Additional PS&E services were necessary to address the Caltrans Right of Way Certification requirement and coordination with Southern California Edison (SCE). City staff and their Consultant team worked closely with SCE staff to develop an alternate transmission relocation design which would eliminate impactful easements on private property. **\$ 585,000**

C14059 Amendment No. 1 Services:

Provide Construction Support Services to:

- Respond to Requests for Information
- Review shop drawings
- Prepare record drawings at the conclusion of the project. **\$ 385,000**

Summary of Project Schedule:

- PS&E and Construction Support Phase: June 2010 - June 2017

Construction: January 2014 – December 2016

**Attachment B (Amendment No. 1)
 South Milliken Avenue Grade Separation
 Plans, Specifications and Estimates Services
 Summary of Project Costs**

C10093 PS&E Services	\$4,745,000
C14059 PS&E Services	\$ 585,000
C14059 Construction Support Services	<u>\$ 385,000</u>
Total PS&E Services	\$5,715,000

SANBAG Share (80%)

C10093 PS&E Services	\$3,796,000
C14059 PS&E Services	\$ 468,000
C14059 Construction Support Services	<u>\$ 308,000</u>
Total SANBAG Share	\$4,572,000

CITY Share (20%)

C10093 PS&E Services	\$ 949,400
C14059 PS&E Services	\$ 117,000
C14059 Construction Support Services	<u>\$ 77,000</u>
Total CITY Share	\$1,143,000



CONTRACT SUMMARY SHEET

Contract No. C 11167 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Right of Way for South Milliken Grade Separation Project

Board of Director's Meeting Date: July 2, 2014 Overview of BOD Action: Approve amendment 2 to add funding to the South Milliken Grade Separation Project ROW Phase
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CONTRACT OVERVIEW			
Original Contract Amount	\$	4,178,800	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	4,976,800	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0.00
Current Amendment Amount	\$	1,680,800	Contingency Amendment
			\$ 0.00
TOTAL CONTRACT VALUE	\$	6,637,600	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 6,637,800

Contract Start Date 8/3/2011	Current Contract Expiration Date 6/30/2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0876</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? : Measure I Valley Major Street Bond Fund				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Fund 80% or \$6,637,600; City portion is 20% or \$1,659,400				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Mary Brown <hr/> Project Manager (Print Name) Garry Coloe <hr/> Task Manager (Print Name) Andrea Zureick <hr/> Dir. of Fund Admin. & Programming (Print Name) Jeffrey Hill <hr/> Contract Administrator (Print Name) W. STANLEY <hr/> Chief Financial Officer (Print Name)	<div style="text-align: right;"> Signature 5/6/14 Date </div> <div style="text-align: right;"> Signature 5/8/14 Date </div> <div style="text-align: right;"> Signature 5/13/14 Date </div> <div style="text-align: right;"> Signature 5/16/14 Date </div> <div style="text-align: right;"> Signature 5/27/14 Date </div>
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**AMENDMENT NO. 2 TO
CONTRACT NO. C11167
BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION SANBAG
AND
CITY OF ONTARIO
FOR**

**RIGHT OF WAY SERVICES FOR THE SOUTH MILLIKEN AVENUE AND UNION
PACIFIC RAILROAD GRADE SEPARATION PROJECT**

This AMENDMENT No. 2 to Project Funding Agreement No. C11167 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation SANBAG (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C11167, dated July 5, 2011, to jointly fund the Right of Way (ROW) Services for the South Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation Project in the City of Ontario (hereinafter referred to as "PROJECT"); and

WHEREAS, SANBAG and CITY, executed Contract No. C1167 Amendment No. 1 in the amount of \$800,000 on November 14, 2013, for additional ROW appraisal services for Southern California Edison and Union Pacific Railroad properties associated with obtaining the California Transportation Commission Right of Way Certificate and Union Pacific Railroad and Southern California Edison required easements; and

WHEREAS, CITY has identified additional PROJECT costs of \$2,076,000 for acquisition and compensation to two property owners as a result of ROW mediation; and

WHEREAS, SANBAG's share of the PROJECT cost is 80% as defined by the provisions of AGREEMENT, which would result in an increase in SANBAG's share of \$1,660,800 and result in a total SANBAG contribution of \$6,637,600; and

WHEREAS, SANBAG and CITY desire to amend the AGREEMENT by this AMENDMENT No. 2 to include the additional ROW services needed for the PROJECT, as identified in Attachment A.2 to the AMENDMENT No. 2.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. SECTION 1, Article 1 is deleted and replaced the following:

“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A, to this Agreement and as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed Six Million Six Hundred Thirty-Seven Thousand Six Hundred Dollars (\$6,637,600), which represents 80% of the revised estimated cost for the PROJECT ROW Work as stated in Attachment B. This reimbursement amount may be amended by mutual written amendment of this Agreement between SANBAG and CITY.”

2. Delete the first sentence of SECTION II, Article 2 and replace with the following:

“Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A which are for transportation purposes that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.”

3. Delete SECTION II, Article 4 and replace with the following:

“To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses and specific activities described in Attachment A. CITY further agrees and understands that SANBAG will not reimburse CITY for any PROJECT expenditures that are not included in the PROJECT-specific ROW Work described in Attachment A.”

4. Delete SECTION III, Article 1 and replace with the following:

“SANBAG’s financial responsibility shall not exceed Six Million Six Hundred Thirty-Seven Thousand Six Hundred Dollars (\$6,637,600), which is 80% of eligible expenditures as listed in Attachment B.”

5. Attachment A.2 is attached to and incorporated into this AMENDMENT No. 2. All references to Attachment A in the AGREEMENT shall mean Attachment A.2.

6. Delete Attachment B and B.1 and replace with Attachment B.2, attached to and incorporated into this AMENDMENT No. 2. All references in the AGREEMENT to Attachment B or B.1 shall mean Attachment B.2.

7. Except as amended by this AMENDMENT No. 2, all other provisions of AGREEMENT shall remain in full force and effect.
8. The AGREEMENT is incorporated into this AMENDMENT No. 2.
9. The Recitals to this AMENDMENT No. 2 are incorporated into this AMENDMENT No. 2.
10. The Effective Date of this AMENDMENT No. 2 to AGREEMENT is the date is it approved and signed by both SANBAG and CITY.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, this **AMENDMENT No. 2** has been executed by the Parties hereto and is effective on the date signed by SANBAG.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

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

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
John Brown
City Attorney

Date: _____

Date: _____

**Attachment A.2 (Amendment No. 2)
South Milliken Avenue Grade Separation
Right of Way Services
Amendment Detail**

Proposed Project Work:

Right of Way services for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario as more fully described in Agreement Attachment A. **\$5,221,000**

Amendment No. 1:

Additional services to address Caltrans ROW Certification requirements, obtain Southern California Edison (SCE) easements, and coordination with SCE to develop an alternate transmission relocation design to minimize impacts to private property. **\$1,000,000**

Amendment No. 2:

Acquisition and compensation mediation fees for two parcels on the southwest corner of Milliken Ave. and Mission Blvd. to accommodate SCE transmission poles. **\$2,076,000**

Summary of Project Schedule:

ROW, PS&E and Construction Support: July 5, 2011 – June 30, 2016

Construction: January 2014 – December 2016

Attachment B (Amendment No. 2)
South Milliken Avenue Grade Separation
Right of Way Services
Summary of Project Costs

Right of Way Services	\$5,221,000
Amendment No. 1	\$1,000,000
Amendment No. 2	<u>\$2,076,000</u>
Total ROW Services	\$8,297,000
SANBAG Share	\$4,176,800
Amendment No. 1	\$ 800,000
Amendment No. 2	<u>\$1,660,800</u>
Total SANBAG Share(80%)	\$6,637,600
City of Ontario Share	\$1,044,200
Amendment No. 1	\$ 200,000
Amendment No. 2	<u>\$ 415,200</u>
Total City of Ontario Share (20%)	\$1,659,400



CONTRACT SUMMARY SHEET

Contract No. C 10094 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Plans, Specifications and Estimates for North Vineyard Grade Separation Project

Board of Director's Meeting Date: July 2, 2014	
Overview of BOD Action: Approve amendment 2 to add funding to the North Vineyard Grade Separation Project PS&E Phase	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,436,000	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,956,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0.00
Current Amendment Amount	\$	176,000	Contingency Amendment	\$	0.00
TOTAL CONTRACT VALUE	\$	3,132,000	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,132,000

Contract Start Date 6/2/2010	Current Contract Expiration Date 6/02/2015	Revised Contract Expiration Date 6/30/2016
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract extended to include construction support services		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0877</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? : Measure I Valley Major Street Bond Fund	
<input type="checkbox"/> Federal Funds <input type="checkbox"/> State Funds <input type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Major Street Bond Funds of 80% or \$3,132,000. Does not include City contribution of 20% or \$783,000.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Mary Brown

Project Manager (Print Name)
Gary Cabue

Task Manager (Print Name)
Andrea Zurelcic

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

Contract Administrator (Print Name)
W STAWARSKI

Chief Financial Officer (Print Name)

<u>Mary Brown</u> 5/14/14	Date
<u>[Signature]</u> 5-8-14	Date
<u>Andrea Zurelcic</u>	5/13/14
<u>[Signature]</u>	5/16/14
<u>[Signature]</u>	5/21/14
<u>[Signature]</u>	Date

AMENDMENT NO. 2 TO

CONTRACT NO. C10094

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

PLANS, SPECIFICATIONS & ESTIMATES SERVICES FOR THE NORTH VINEYARD AVENUE AND UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT

This AMENDMENT No. 2 to Project Funding Agreement No. C10094 (hereinafter referred to as "AGREEMENT") is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and City of Ontario (hereinafter referred to as "CITY"), whose address is 303 East B Street, Ontario CA 91764. SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG and CITY, previously executed Project Funding Agreement No. C10094, dated June 2, 2010, to jointly fund the Plans, Specifications and Estimates (PS&E) Services for the N. Vineyard Avenue and Union Pacific Railroad Alhambra Line Grade Separation Project, in the City of Ontario (hereinafter referred to as "PROJECT"); and

WHEREAS, SANBAG and CITY executed Contract C10094 Amendment No. 1 in the amount of \$650,000 on November 14, 2013, for additional PS&E services associated with obtaining the California Transportation Commission Right of Way Certificate and design impacts due to Southern California Edison easement requirements; and

WHEREAS, CITY has identified \$385,000 of additional PS&E costs to support the construction phase; and

WHEREAS, SANBAG's share of the PROJECT cost is 80%, as defined by the provisions of AGREEMENT, which would result in an increase to SANBAG's share of \$176,000 for a total SANBAG contribution of \$3,132,000; and

WHEREAS, SANBAG and CITY desire to amend the AGREEMENT by this AMENDMENT No. 2 to include the additional PS&E services needed for the PROJECT, as identified in Attachment A.2 to AMENDMENT No. 2.

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

1. SECTION I, Article 1 of the AGREEMENT is deleted and replaced with the following:

“To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A.1 to this Agreement as as governed by the policies in the Measure I 2010-2040 Strategic Plan. Said reimbursement amount shall not exceed \$3,132,000, which represents 80% of the revised estimated costs for the PROJECT as stated in Attachment B—Summary of Project Costs.”

2. Amend the termination date in SECTION III, Article 5 of the AGREEMENT, first sentence to:

“This AGREEMENT shall terminate on June 30, 2016, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this AGREEMENT or extended by mutual written consent of SANBAG and CITY.”

3. Attachment A.2 to this AMENDMENT No. 2 amends Attachment A.1. Attachment A.2 and Attachment B are attached to and incorporated into this AMENDMENT No. 2. All references in the AGREEMENT to Attachment A shall mean Attachment A.2.
4. Except as amended by this AMENDMENT No. 2, all other provisions of AGREEMENT shall remain in full force and effect.
5. The AGREEMENT is incorporated into this AMENDMENT No. 2.
6. The Recitals to this AMENDMENT No. 2 are incorporated into this AMENDMENT No. 2.

The Effective Date of this AMENDMENT No. 2 is the date is it approved and signed by SANBAG.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, this AMENDMENT No. 2 has been executed by the Parties on the dates below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

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

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
John Brown
City Attorney

Date: _____

Date: _____

**Attachment A.2 (Amendment No. 2)
North Vineyard Avenue Grade Separation
Plans, Specifications and Estimates Services
Amendment Detail**

Proposed Project Work:

Preparation of Plans, Specifications and Estimates for the rail-highway grade separation at N. Vineyard Avenue and the Union Pacific Railroad Alhambra Line in the City of Ontario. Original PS&E services. **\$3,045,000**

Amendment No. 1:

Incorporate design changes to accommodate an additional rail shooofly, LAWA building demolition plans and Environmental Document support. **\$ 650,000**

Amendment No. 2:

Provide Construction Support Services to:

- Respond to Requests for Information
- Review shop drawings
- Prepare record drawings at the conclusion of the project. **\$ 220,000**

Summary of Project Schedule:

- PS&E and Construction Support Phase: June 2010 - June 2015
- Construction: January 2014 – December 2015

**Attachment B (Amendment No. 2)
North Vineyard Avenue Grade Separation
Plans, Specifications and Estimates Services
Summary of Project Costs**

PS&E Services	\$3,045,000.00
Amendment No. 1 PS&E Services	\$ 650,000.00
Amendment No. 2 Construction Support	<u>\$ 220,000.00</u>
Total PS&E Services	\$3,915,000.00
SANBAG Share	\$2,436,000.00
Amendment No. 1	\$ 520,000.00
Amendment No. 2	<u>\$ 176,000.00</u>
Total SANBAG Share (80%)	\$3,132,000.00
City of Ontario Share	\$ 609,000.00
Amendment No. 1	\$ 130,000.00
Amendment No. 2	<u>\$ 44,000.00</u>
Total City of Ontario Share (20%)	\$ 783,000.00



- 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: 12

Date: June 12, 2014

Subject: State Route 60 (SR-60) Archibald Avenue Interchange Improvement Project

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

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

Background: The SR-60 Archibald Avenue Interchange is the third highest priority in the Measure I 2010-2040 Freeway Interchange Program, 2014 Ten-Year Delivery Plan. Archibald Avenue is a north-south arterial in the City of Ontario and forms

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.

MVSS1406d-pb

[http://portal.sanbag.ca.gov/mgmt/APOR-](http://portal.sanbag.ca.gov/mgmt/APOR-Memnt/ContractsWorkInProgress%20Files%20%202014/R14138%20Agreement%20with%20Ontario%2060%20Archibald.docx)

[Memnt/ContractsWorkInProgress%20Files%20%202014/R14138%20Agreement%20with%20Ontario%2060%20Archibald.docx](http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Rcquests%20for%20Proposals%20RFPs/RFP14169%20Attachment%20A%20Scope%20of%20Work.docx)

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Rcquests%20for%20Proposals%20RFPs/RFP14169%20Attachment%20A%20Scope%20of%20Work.docx>

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

The Memorandum of Understanding (MOU) No. C14137 with the City of Ontario was approved by the Board on June 4, 2014, for the development of the SR-60 Archibald Avenue Interchange project. The MOU did not commit SANBAG or the City to perform work or provide funding for the Project but provides the overall framework necessary to complete all phases of the Project.

Both agencies jointly developed the Cooperative Agreement No. R14138 to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR-60 Archibald Avenue Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of work, with the exception of Resolutions of Necessity for involuntary right-of-way acquisition which will be heard by either the California Transportation Commission or the City. Attachment A of Contract No. R14138 provides the estimated cost by phase and the Public and Development Share contribution amounts. These project costs assume a low level environmental document with improvements limited to the local streets and SR-60 on-ramps only.

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

Under Cooperative Agreement C14139, Caltrans will provide oversight for a Project Initiation Document (PID) Project Study Report-Project Development Support (PSR/PDS). Government Code 65086.5 authorizes Caltrans to prepare PID for projects sponsored by Local Agencies, or review and approve planning documents developed by others as reimbursed work. Caltrans' estimated support costs are \$98,000. SANBAG will be reimbursed for actual costs. A separate Caltrans agreement will follow for the environmental, right of way, design and construction phases. Policy No. 11000 authorizes the Executive Director, or designee, to approve and execute contracts up to \$100,000. Therefore, approval

of Cooperative Agreement C14139 with Caltrans for PSR/PDS PID services is not included in this Staff Report.

The next step in the development of the Project is the circulation of the RFP for PID, PA&ED, PS&E, and ROW Engineering and Construction Support services. The attached Scope of Work for RFP 14169 is prepared for July 15, 2014, issuance pending Board approval.

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

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

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

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 approved this item, agreement and the RFP.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. R 14138 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and City of Ontario

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

Board of Director's Meeting Date: July 2, 2014	
Overview of BOD Action: Approve Agreement with City of Ontario for SR60/Archibald Interchange Improvement Project Services	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Contract Start Date 7/2/14	Current Contract Expiration Date 12/31/21	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0894</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? City of Ontario 66.1% or \$9,693,943				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" 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: City contribution is 66.1%.				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

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

Mary Brown _____ Project Manager (Print Name) Garry Colue _____ Task Manager (Print Name) Andrea Zureck _____ Dir. of Fund Admin. & Programming (Print Name) Jeffery Hill _____ Contract Administrator (Print Name) J. STWARDSKY _____ Chief Financial Officer (Print Name)	 Signature 5/5/14 Signature 5-8-14 Signature 5/12/14 Signature 5/16/14 Signature 5/27/14 Signature Date
---	---

COOPERATIVE AGREEMENT NO. R14138

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

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

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of ONTARIO (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the State Route 60 at Archibald Avenue Interchange in the City of ONTARIO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Archibald Avenue Bridge Undercrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT;
- F. WHEREAS, the PROJECT is estimated to cost a total of \$14,563,000 which includes \$200,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$200,000, and understands it is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$14,363,000 which shall be funded with 66.1% Development Share funds and 33.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$4,869,057 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$4,869,057 without an amendment to this agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$9,493,943 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$200,000 for SANBAG management for an amount not to exceed \$9,693,943 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$9,693,943 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY:

Al C. Boling
City Manager
303 East B Street
ONTARIO, CA 91764
Telephone: (909) 395-2396

- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. R14138
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF ONTARIO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

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

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
CITY Counsel

Attachment A

PROJECT DESCRIPTION

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

PROJECT FUNDING TABLE

Public Share: 33.9%

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

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

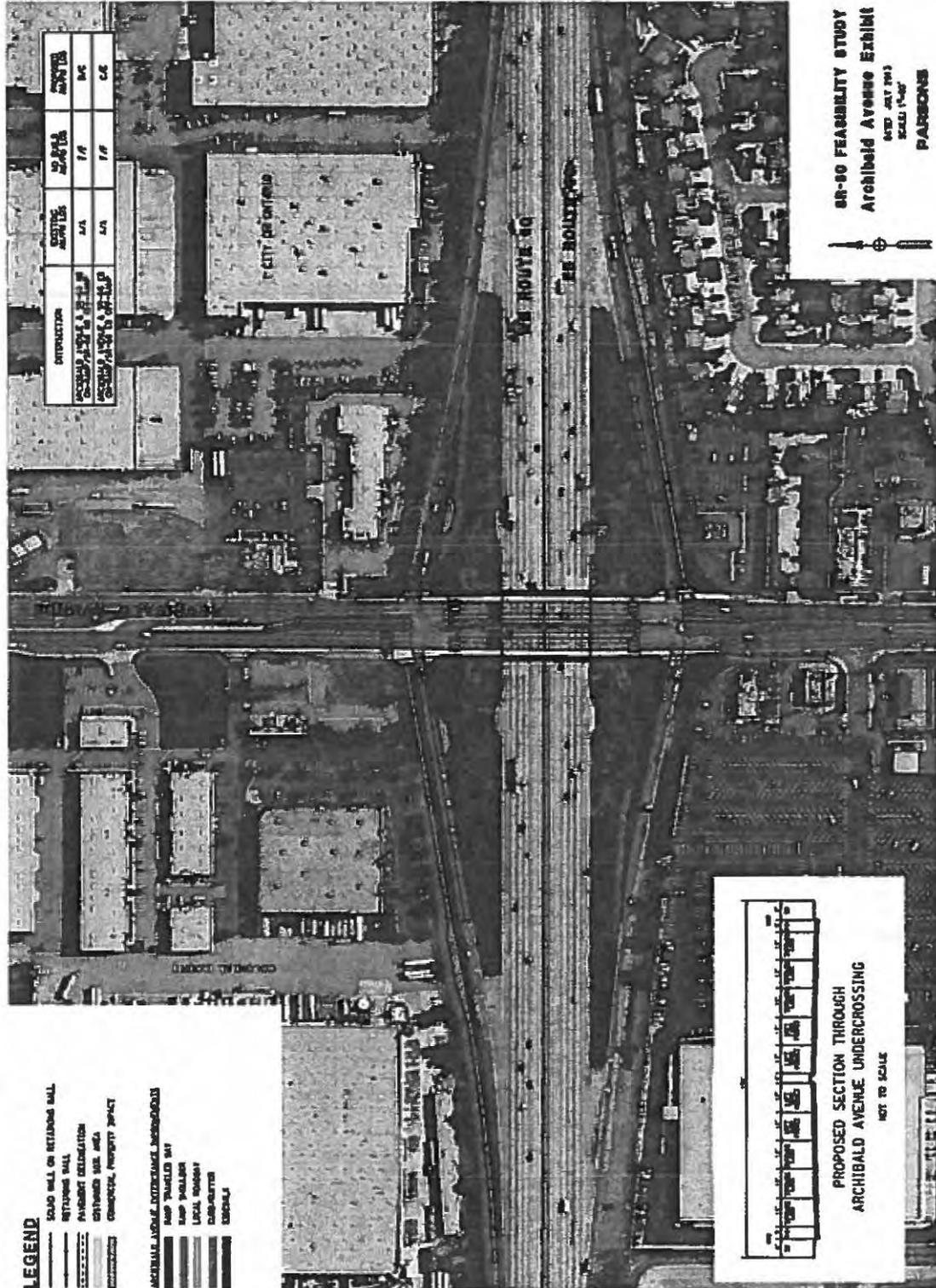
*Estimated Costs are based on July 2013 feasibility study.

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

PROJECT SCHEDULE

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

Attachment B CONCEPTUAL LAYOUT



ATTACHMENT A - SCOPE OF WORK

RFP No. 14169

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

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

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

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

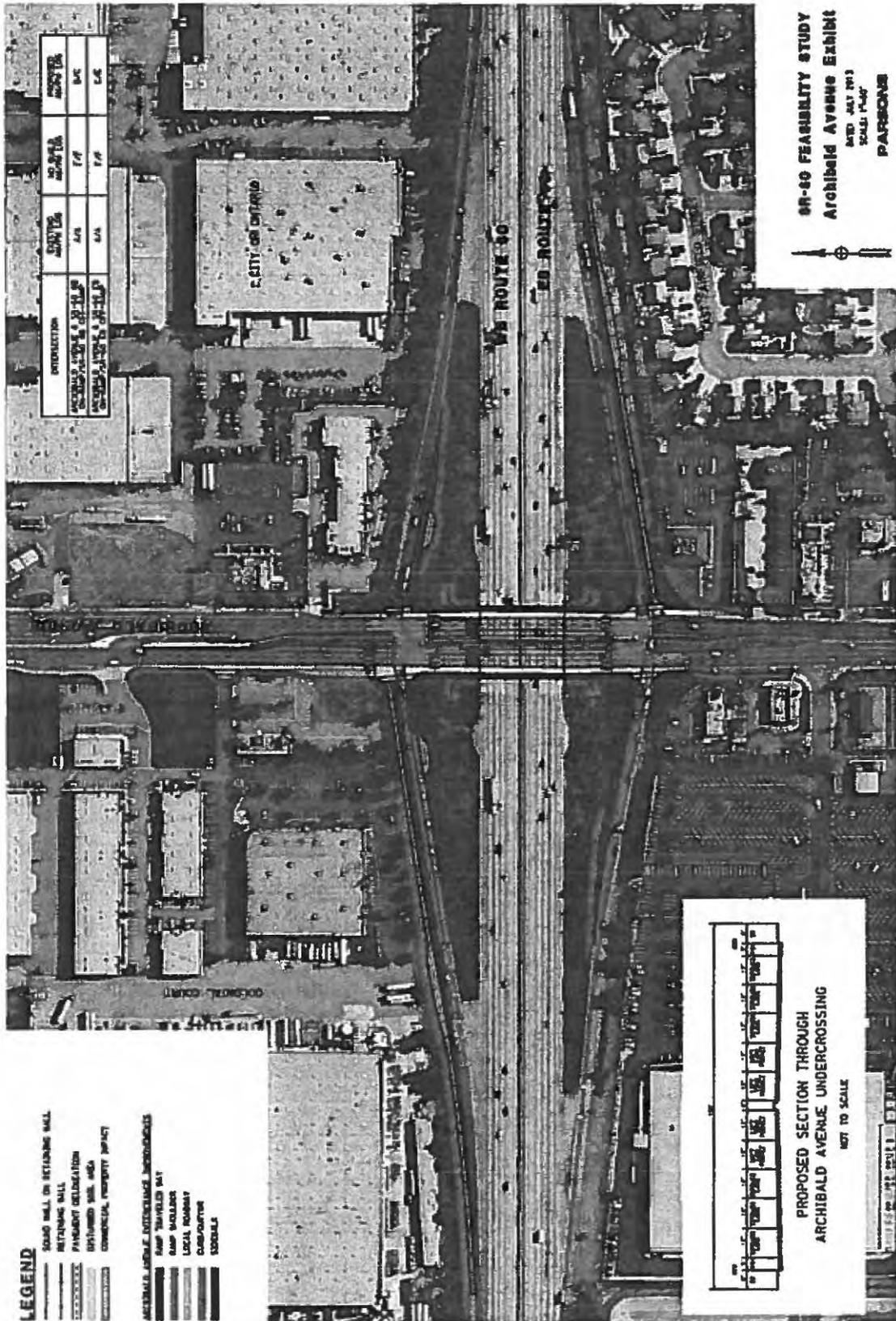
The PID may lead to the determination that there is only one viable build alternative. The Environmental Document may be limited in scope and requirements. Prior to starting the environmental studies, the requirements will be defined by the PDT.

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

For purposes of the RFP assume the following delivery schedule:

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

FIGURE A.1 - PROJECT CONCEPT



I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Ontario (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract (Attachment B).
- B. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID/PR&ED and optional PS&E Project phases.
- C. The deliverables list for the PID/PR&ED will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- D. Develop and maintain a Project schedule. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. Prepare the necessary Caltrans Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.
- F. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- G. The design will be prepared in English units.
- H. No Modified Access Report (MAR) is anticipated.
- I. A stand-alone Project Study Report or Preliminary Environmental Analysis Report (PEAR) may not be required. The requirement will be defined in the PDT planning session. For purposes of the RFP, assume that a PEAR is required.
- J. It is SANBAG's practice to involve the community in the projects. Assume a Public Hearing or Public Informational Meeting will be held.
- K. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- L. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital

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

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

III. ASSUMPTIONS

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

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

Task 100 Project Management

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

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

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

Deliverables:

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

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

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

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

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

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

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

Engineering Studies:

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

Transportation Problem Definition and Site Assessment:

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

Traffic Studies

- Preliminary Traffic Design
- Traffic Operational and Safety Analysis

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

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

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

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

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

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

Fact Sheet for Exceptions to Design Standards: Complete the Design Information Bulletin 78 Checklist to document non-standard features. Prepare Fact Sheets to document non-standard features within the Project. The consideration of non-standard features will be closely coordinated with Caltrans to assure acceptability and

compliance with state and federal requirements.

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

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

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

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

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

Deliverables:

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

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

165 Environmental Studies and Environmental Document

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

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

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

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

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

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

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

Environmental Analysis Report: Identify the potential environmental impacts of each alternative, as well as potential mitigation costs. Costs developed in this activity will be

used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs.

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

- Conducting a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Preparation of a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conducting short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Computing the traffic noise levels using the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the build and no-build alternatives. Identify areas where the traffic noise levels approach or exceed Noise Abatement Criteria.
- Identifying noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conducting reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyzing construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Preparing the Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier.
- Preparing a noise section of the ED to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

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

Landscape Architectural Review Tasks include development of:

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

Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800. All tasks and documents are scoped to be completed per the guidelines set forth in the Caltrans SER Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and the Programmatic Agreement among the Federal

Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the Caltrans Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program.

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

Historical Resources Evaluation Report (HRER): Prepare an HRER. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the Project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

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

- Performing ethnicity and economic studies to determine the characteristics of the communities affected by the Project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Performing land use studies to determine the relationship of the Project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.
- Identifying any potential Section 4(f) resources in the Project vicinity and analyze any impacts.
- Addressing growth inducement issues.
- Identifying affected property owners, communities, public facilities within the Project area of influence.
- Evaluating direct, indirect, and cumulative impacts of the proposed Project alternatives to affected communities pertaining to social impacts (relocation of housing, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, income gains or loss, tax base changes); land use and growth (consistency of Projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).
- Addressing ROW impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Addressing potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinating with local and regional agencies, ethnic and community groups, and business organizations.
- Preparing a CIA technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Preparing relevant community impact sections for inclusion in the ED.

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

The Air Quality Analysis will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering and environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Tasks include:

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

Water Quality Studies: Prepare a WQAR using the Caltrans Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention BMPs, construction site BMPs, and

treatment BMPs that are applicable to the Project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The Project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Floodplain Study: Perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. Utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway. Prepare a Summary Floodplain Encroachment Report based on a Location Hydraulic Study. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with existing watershed and floodplain management programs. The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Paleontology Study: All tasks will be conducted/prepared per the guidelines set forth by Caltrans SER, Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology (Revised February 2012); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995 and 2010). The tasks are:

- **Locality Search:** Conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by the Consultant. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey:** Depending on the results of the locality search, complete a windshield or pedestrian survey of the Project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the Project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR):** This report details results of the locality search, the geological investigation, and the field survey. Assess whether there are known or reasonably anticipated paleontological resources within the Project footprint. If so, based on the description of proposed work and excavation parameters, determine whether the Project excavation will impact those resources.
- **Paleontological Evaluation Report (PER):** Prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation.

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

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

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

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

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

- Conducting an agency records search to identify hazardous waste sites located within the Project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the Project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. Utilize a database service to perform this search with a ½-mile search radius from the Project boundaries.
- Conducting a field inspection and visual survey of the Project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified, evaluate potential impact to the Project and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.
- Aerially Deposited Lead (ADL) Report: Based on construction dates of the existing facilities, determine if ADL testing is required. If ADL testing is warranted, test unpaved areas of the Project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. Utilize an approved Health and Safety Plan. Prior to field work, submit a Work Plan, detailing field activities to Caltrans. The Health

and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis.

- **Bridge Asbestos and Lead Studies:** Based on the construction dates of the existing facility, prepare an asbestos and lead investigation recommendation. If warranted, investigate the existing structure materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. The results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a Project ACM/LBP report.

Preliminary Site Investigation for Hazardous Waste: If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the Project cost, scope, and schedule. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (DSI) will be required. The results of these investigations will be used to prepare the hazardous waste section of the ED. The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the Project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to Project scope and schedule, and future liability to the state can be realistically estimated. Tasks include:

- Conducting a geophysical survey to clear the site of subsurface hazards prior to sample collection activities. The survey will include Ground Penetrating Radar (GPR), along with other electromagnetic (EM) methods to identify potential subsurface hazards.
- Soil and/or groundwater sampling will be conducted with direct push or hollow stem auger drilling systems. The sampling activities will be used to collect subsurface soil and groundwater samples and to assess the soil lithology and hydrogeology. The soil samples will be analyzed by an offsite State of California Certified laboratory for chemicals of concern.
- Secure Right of Entry signatures from the parcel owners, City, County or Caltrans.
- Prepare a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an attempt to identify underground utilities and other features in the vicinity of proposed boring locations.
- Conduct a PSI (limited Phase II ESA). It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.
- It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be

completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:

- o Summary of field activities;
- o Description of boring and sample locations;
- o Tabulated results of analysis;
- o Conclusions and recommendations;
- o Sample location maps;
- o Boring logs;
- o Laboratory analytical reports.

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

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

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

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

Draft Environmental Document

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

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

Deliverables: Include both Draft, Preliminary and Final Documents

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

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

Task 175 Circulate Draft Environmental Document and Select Preferred Project Alternative

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

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

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

Task 180 Project Report and Final Environmental Document

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

Distribution includes:

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

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

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

Task 230 Prepare Draft PS&E

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

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

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

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

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

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

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

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

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

Deliverables:

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

Task 250 Final Structures PS&E Package

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

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

Deliverables:

- Final Structures PS&E Package

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

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

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

Deliverables:

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

Task 220 Right of Way Engineering

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

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

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

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

Field Located Right of Way:

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

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

Deliverables:

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

Task 270 Construction Engineering - Technical Support

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



- 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: 13.

Date: June 12, 2014

Subject: Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2014/2015

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 the Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2014/2015, as referenced in Table 1 in this Agenda Item.
2. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2014/2015 as referenced in Attachment 1 to this Agenda Item.

Background: As part of the 2010-2040 Measure I Strategic Plan the SANBAG Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policy 40006 requires each valley jurisdiction to execute a Jurisdiction Master Agreement with SANBAG to be eligible for reimbursement of Measure I Valley Arterial sub-program funds. All necessary agreements are in place and serve as multi-year contracts to apply throughout the remaining life of Measure I 2010-2040. On an annual fiscal year basis, as required by the

Approved
 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.

MVSS1406a-ep

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2014/mvss1406/AgendaItems/MVSS1406a1-ep.xlsx>

Jurisdictional Master Agreements, SANBAG is to adopt the Measure I Valley Major Street Program/Arterial Sub-Program Funding Allocations and Project List.

The funding allocations were presented to the SANBAG Board in April 2014 as part of the Fiscal Year 2013/2014 budget planning process.

The Fiscal Year 2014/2015 funding allocations approved by the SANBAG Board in April 2014 are included in Table 1, as well as each jurisdiction's previous allocation amounts and cumulative allocation through Fiscal Year 2014/2015.

Table 1
Approved Measure I Valley Major Street/Arterial Sub-Program Allocation Amounts
(Dollars are in \$1,000s)

Jurisdiction	Equitable Share	Cumulative Allocation through 13/14	Approved Adjusted FY 14/15 Allocation	Cumulative Allocation through 14/15
Chino	7.60%	\$1,325,370.07	\$ 748,748.26	\$ 2,074,118.33
Chino Hills	2.20%	\$383,660.02	\$ 170,892.92	\$ 554,552.94
Colton	2.50%	\$435,980.03	\$ 246,298.77	\$ 682,278.80
Fontana	19.50%	\$4,190,970.19	\$ 1,526,654.76	\$ 5,717,624.95
Grand Terrace	1.40%	\$244,150.01	\$ 137,927.31	\$ 382,077.32
Highland	6.80%	\$1,185,860.07	\$ 528,212.65	\$ 1,714,072.72
Loma Linda	4.10%	\$715,000.04	\$ 318,479.98	\$ 1,033,480.02
Montclair	0.60%	\$120,940.01	\$ 36,611.70	\$ 157,551.71
Ontario	12.30%	\$2,323,560.13	\$ 776,889.94	\$ 3,100,450.07
Rancho Cucamonga	5.10%	\$1,213,290.05	\$ 335,152.14	\$ 1,548,442.19
Redlands	4.90%	\$854,520.05	\$ 380,625.59	\$ 1,235,145.64
Rialto	3.90%	\$680,130.04	\$ 384,226.08	\$ 1,064,356.12
San Bernardino	7.90%	\$1,377,700.08	\$ 613,654.11	\$ 1,991,354.19
Upland	2.30%	\$594,300.02	\$ 226,594.87	\$ 820,894.89
Yucaipa	6.00%	\$1,427,410.06	\$ 591,117.05	\$ 2,018,527.11
County	12.90%	\$4,152,540.13	\$ 1,270,901.65	\$ 5,423,441.78
Arterial Allocation	100.00%	\$21,225,381.00	\$ 8,292,987.78	\$ 29,518,368.78

The Project List in Attachment 1 represents the projects for which expenditures are eligible for reimbursement in Fiscal Year 2014/2015. It is based on the project lists that the jurisdictions provided to SANBAG as part of their Capital Project Needs Analysis (CPNA) submittal. The list includes all projects listed for Fiscal Years 2014/2015 and 2015/2016 plus projects for which there were prior expenditures that have not been fully reimbursed. Staff is requesting approval of the Project List.

The Transportation Technical Advisory Committee (TTAC) reviewed the funding allocations (Table 1) on February 3, 2014 and on March 2, 2014, prior to SANBAG Board approval in April 2014. The Project List (Attachment 1) was reviewed by TTAC on March 31, 2014.

Financial Impact: This item is consistent with the Fiscal Year 2014/2015 Budget, Task No. 0515, Measure I Valley Apportionment and Allocation.

Reviewed By: The information in this item was reviewed by the Transportation Technical Advisory Committee on March 31, 2014. It is not scheduled for review by any other policy committee.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst

ATTACHMENT 1

Fiscal Year 2014/2015 Measure I Valley Capital Project Needs Analysis (CPNA) Project List and Estimated Public Share Reimbursement Amount of Measure I Major Street Arterial Sub-program Funds

Agency & Project		2014-2016 CPNA (1000's omitted)			
City	Project	Prior	14-15	15-16	Total
Chino	Widen Pine Avenue from Euclid Avenue to Hellman from 2 to 6 lanes		\$280.00	\$455.00	\$735.00
Chino	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes		\$300.00	\$373.12	\$673.12
Chino	Construct Traffic Signal at the Intersection of Kimball and Main		\$128.23		\$128.23
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Main Street			\$5.00	\$5.00
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and East Preserve Loop			\$5.00	\$5.00
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and West Preserve Loop			\$5.00	\$5.00
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Mill Creek/Chino-Corona Rd			\$5.00	\$5.00
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and El Prado			\$5.00	\$5.00
Chino	Total	\$0.00	\$708.23	\$853.12	\$1,561.35
Chino Hills	Widen Pine Avenue from SR-71 to Chino Creek (North side only)	\$0.00		\$3,621.26	\$3,621.26
Chino Hills	Total	\$0.00	\$0.00	\$3,621.26	\$3,621.26
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon Rd from City limit to City/Riverside city limits from 2 lanes to 4 lanes			\$153.41	\$153.41
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6 lanes	\$167.86	\$11.67		\$179.53
Colton	Extend Washington St to La Cadena Dr		\$52.73		\$52.73
Colton	Mount Vernon Bridge over UPRR Widening Project	\$236.29	\$57.63		\$293.92
Colton	Total	\$404.15	\$122.03	\$153.41	\$679.59
Fontana	Cypress: Jurupa to Slover Widen 2 to 4 lanes	\$1,166.20	\$1,050.96		\$2,217.16
Fontana	Foothill: widen from Citrus Ave to Maple Ave from 4 to 6 lanes	\$649.77		\$407.40	\$1,057.17
Fontana	Total	\$1,815.97	\$1,050.96	\$407.40	\$3,274.33
Grand Terrace	Widen Michigan Ave from Commerce Way to Main St from two lanes to four lanes	\$210.10	\$123.60	\$126.40	\$460.10
Grand Terrace	Total	\$210.10	\$123.60	\$126.40	\$460.10
Highland	Total	\$0.00	\$0.00	\$0.00	\$0.00
Loma Linda	Widen Intersection of Redlands Blvd and California St			\$20.00	\$20.00
Loma Linda	Total	\$20.00	\$0.00	\$20.00	\$40.00
Montclair	Provide ROW demolition for Monte Vista Ave/UPRR Grade Separation	\$0.38			\$0.38
Montclair	Total	\$20.38	\$0.00	\$20.00	\$40.38
Ontario	Widen Grove Ave from Fourth St to Airport Dr from 4 to 6 lanes	\$265.22			\$265.22
Ontario	Total	\$265.22	\$0.00	\$0.00	\$265.22
Rancho Cucamonga	Wilson Ave from East Ave to Wardman Bullock Rd - new street	\$418.69	\$901.72	\$846.50	\$2,166.91
Rancho Cucamonga	Victoria St from Etiwanda Ave to East City Limits - widening, sidewalk and rehabilitation		\$35.65		\$35.65
Rancho Cucamonga	Church St at Terra Vista Pkwy - Install new traffic signal	\$182.70			\$182.70
Rancho Cucamonga	Total	\$601.39	\$937.37	\$846.50	\$2,385.26
Redlands	Traffic Signal at 6th and I-10 EB Ramp			\$173.00	\$173.00
Redlands	Traffic Signal at 6th and I-10 WB Ramp			\$173.00	\$173.00
Redlands	Traffic Signal at Ford Street and I-10 WB Ramp			\$177.00	\$177.00
Redlands	I-10 @ University Ave. Interchange	\$17.89	\$23.36	\$57.48	\$98.73
Redlands	Total	\$0.00	\$23.36	\$523.00	\$546.36
Rialto*	Pepper Avenue Extension	\$7,675.00			\$7,675.00
Rialto*	Ayala Ave Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	\$777.00	\$500.00		\$1,277.00
Rialto*	Riverside Av & San Bernardino Av Widening	\$119.00	\$1,065.00		\$1,184.00
Rialto*	Total	\$8,571.00	\$1,565.00	\$0.00	\$10,136.00

San Bernardino	Mount Vernon Viaduct Bridge Replacement	\$944.00	\$121.00	\$1,271.00	\$1,336.00
San Bernardino	Widen 40th Street between Johnson St and Electric Ave from 2 to 4 lanes.	\$20.00	\$239.00	\$68.00	\$327.00
San Bernardino	Widen "H" Street between Kendall Dr and 40th St, from 2 lanes to 4 lanes.	\$0.00	\$2.00	\$20.00	\$22.00
San Bernardino	Extension of State Street between Foothill Blvd (SR 66) and Hanford St, from 0 to 4 lanes. PS&E, ROW, and Const. for Phase 1 & 2 between 9th St and Hanford St	\$362.00	\$604.00	\$324.00	\$1,290.00
San Bernardino	Total	\$1,326.00	\$966.00	\$1,683.00	\$3,975.00
San Bernardino County	Widen Cherry Ave bridge from Merrill Ave to Whittram from 4 to 6 lanes	\$593.76			\$593.76
San Bernardino County	Widen Slover Avenue from Alder Ave to Linden Ave from 2 to 4 lanes (Ph A of widen Slover Ave, from Tamarind to Cactus)	\$2,013.02			\$2,013.02
San Bernardino County	Widen Slover Avenue from Tamarind Ave to Alder Ave and from Linden Ave to Cedar Ave, from 2 to 4 lanes (Ph B of widen Slover Ave, from Tamarind to Cactus)	\$497.33	\$1,110.72		\$1,608.05
San Bernardino County	Ph 1: Widen N.Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes (Phase I of San Bernardino Ave from Cherry Ave to Fontana city limit)	\$1,184.07			\$1,184.07
San Bernardino County	Ph 1: Widen a portion of Reche Cyn Rd from Westwood Dr to Placid Ln - (Ph I of Widen Reche Cyn 1.2M S, of Barton Rd north .78 mile from 2 to 4 lanes)	\$139.86			\$139.86
San Bernardino County	Total	\$4,428.04	\$1,110.72	\$0.00	\$5,538.76
Upland	Widen Arrow Route from Monte Vista Ave to Central Ave from 2 to 4 lanes	\$200.00			\$200.00
Upland	Total	\$200.00	\$0.00	\$0.00	\$200.00
Yucaipa	Widen County Line Road between 5th Street and I-10 Freeway from 2 to 4 lanes.	\$15.00			\$15.00
Yucaipa	Widen Callmesa Blvd between County Line Road and Avenue I from 2 to 4 lanes	\$55.00			\$55.00
Yucaipa	Widen 5th Street between Yucaipa Blvd and Avenue E from 2 to 4 lanes.	\$55.00			\$55.00
Yucaipa	Widen Intersections along Avenue E to increase capacity	\$474.00			\$474.00
Yucaipa	Widen Yucaipa Blvd between 15th Street and the I-10 Freeway from 4 lanes to 6 lanes.	\$863.00	\$37.00	\$37.00	\$937.00
Yucaipa	Total	\$1,447.00	\$37.00	\$37.00	\$1,521.00
GRAND TOTAL		\$19,309.25	\$8,644.27	\$8,291.09	\$34,244.61

*NOTE: The amounts reflected on Rialto's CPNA exceed total available allocation.



- 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: 14

Date: June 12, 2014

Subject: Measure I Expenditure Plan 2015 Review

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

1. Receive information on the results of the outreach process authorized by the SANBAG Board in March 2014 for considering amendments to the Measure I Expenditure Plan pursuant to Section XIV of San Bernardino County Transportation Authority Ordinance No. 04-01.
2. Defer further consideration of any amendments to the Measure I Expenditure Plan until the 2017-2018 timeframe.
3. Direct staff to consider recommendations made by commenters on Measure I Strategic Plan and Nexus Study policies and to bring back any recommended changes to the appropriate policy committee(s) following internal and local jurisdiction staff discussion and review.

Background: The purpose of this agenda item is to report back on the outreach process authorized by the SANBAG Board in March 2014 for considering amendments to the Measure I Expenditure Plan pursuant to Section XIV of San Bernardino

*

*Approved
 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.

MVSS1406a-ss

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2014/mvss1406/AgendaItems/MVSS1406a1-ss.pdf>

County Transportation Authority Ordinance No. 04-01. The ordinance requires a review of the Expenditure Plan in 2015. Section XIV states:

SECTION XIV. EXPENDITURE PLAN AMENDMENTS. *The Expenditure Plan may only be amended by the following process:*

- 1. Beginning in 2015, and at least every ten years thereafter, the Authority shall review and, where necessary, propose revision to the Expenditure Plan. Such review shall consider recommendations from local governments, transportation agencies and interest groups, and the general public.*
- 2. The Authority shall notify the cities/towns and Board of Supervisors of the proposed revision and initiation of an amendment, reciting findings of necessity.*
- 3. Actions of the city/town councils and Board of Supervisors to approve or to oppose the amendment shall be formally communicated to the Authority within 60 days of notice of initiation of amendment.*
- 4. The boundaries of subareas shall be amended only by unanimous approval of all the jurisdictions in the subareas where an amendment is proposed to include or exclude territory.*
- 5. Approval of the amendment by a majority of the cities/towns constituting a majority of the incorporated population provided, however, that any amendment of the Victor Valley Expenditure Plan (Schedule E) shall also require a two-thirds vote of the jurisdictions within the Victor Valley subarea.*
- 6. Approval of the amendment by the Board of Supervisors.*
- 7. Approval of the amendment by the Authority.*

The Measure I Expenditure Plan can be referenced at the following link on the SANBAG website: http://www.sanbag.ca.gov/planning2/plan_measure-i.html. See the "Appendices" at the bottom of the Measure I Strategic Plan page. The Transportation Expenditure Plan sets forth requirements for how Measure I revenue is to be allocated by subarea and program and how the revenue is to be expended. Modifications to this allocation and expenditure process are subject to the amendment procedures described above.

Public Outreach and Comments Received

Following the March 5, 2014 authorization to proceed with the public outreach in response to paragraph 1 of Section XIV, staff posted information to the SANBAG website regarding the Expenditure Plan amendment opportunity and e-mailed information to several of SANBAG's mailing lists that included both public agency representatives and non-agency interested parties. Responses were received from four city representatives and one private citizen. The communications received from these individuals are provided in Attachment A.

Of the referenced communications, only the e-mail from the private citizen addressed issues that could potentially require amendment to the Measure I Expenditure Plan. The communications from the cities feature issues that can be

addressed through Measure I Strategic Plan policy changes or modifications to the 10-Year Delivery Plan, both of which can occur through Board action without going through the rigorous Expenditure Plan amendment process. For each communication, the comments are summarized and a response is provided.

- City of Montclair – Council Member Bill Ruh
 - Summary of comment: The Foothill Gold Line between Azusa and Montclair should be funded for construction before the next Measure I review period in 2017-2018. Concern was expressed that insufficient funds were designated for conceptual engineering work (based on a February 2014 SANBAG staff report on rail priorities). Concern was also expressed about the inclusion of \$680 million in future funding need for a potential Gold Line extension to Ontario Airport, as this segment was not included in Measure I Expenditure Plan.
 - Response: The Measure I Expenditure Plan includes the Gold Line extension to Montclair, but did not identify project-level funding commitments. The SANBAG Board set three implementation priorities for rail projects in San Bernardino County on February 5, 2014 to include: Redlands Passenger Rail Project; double tracking portions of the San Bernardino Metrolink Line; and extension of Gold Line to Montclair. While all the projects are important, and included in the Expenditure Plan, funding needed to be prioritized. Near term funding priorities are established through the SANBAG 10-Year Delivery Plan, and \$3 million has been designated in the 2014 10-Year Plan update to support environmental clearance and design for the Gold Line extension to Montclair, to be available if and when Los Angeles County advances the project.
- City of Ontario – Tom Danna
 - Summary of comment: Suggested specific changes to Measure I Strategic Plan Policies 40001, 40005, 40006, and 40007, as referenced in the attachment.
 - Response: These policies may be modified by the SANBAG Board and do not require an amendment to the Measure I Expenditure Plan. In addition, the comment concerning the Holt Boulevard BRT can be addressed outside of the Expenditure Plan amendment process. Follow-up discussions with technical and policy committees would be held on these issues if the Board concurs with Recommendation No. 3 above.
- City of Redlands – Melissa Saavedra
 - Summary of comment: The City concurs that it is premature to entertain Expenditure Plan amendments at this time.
 - Response: Comment noted.

- City of Yucaipa – Bill Hemsley (in response to a Measure I Expenditure Plan item on the December 2, 2013 agenda of the Transportation Technical Advisory Committee)
 - Summary of comments: 1) SANBAG should not consider use of freeway program dollars to fund congestion relief projects on interchanges or arterials; 2) higher priority should be given to interchanges in less developed areas in order to spur growth; and 3) the Valley interchange phasing study should include discussion of incentives for jurisdictions to endorse phasing rather than full interchange improvements.
 - Response: These are policy issues that may be addressed by the SANBAG Board and do not require an amendment to the Measure I Expenditure Plan. Follow-up discussions with technical and policy committees would be held on these issues if the Board concurs with Recommendation No. 3 above.
- Private citizen – Brent Merideth, Highland
 - Summary of comments: The e-mail from Mr. Merideth calls for substantially increased Measure I funding for bicycle facilities in San Bernardino County for mobility, safety, and environmental reasons. Specific bicycle path/trails projects are mentioned, and concern is expressed about missing opportunities because of inadequate bicycle, pedestrian, and transit funding. Residents need viable options for travel other than their cars.
 - Response: Certain improvements for bicycle and pedestrian travel may be funded through each jurisdiction’s Local Street Program of Measure I (the “Pass-Through” program). However, Policies 40003 (Valley Local Street Program), 40012 (Victor Valley) and 400016 (Rural Mountain/Desert Subareas) all state that eligible expenses include “Construction of bikeways when they are an integral part of the Public Streets and Highways System.” In other words, off-roadway bicycle improvements such as trails (Class I bicycle paths) would not normally be eligible. The wording in the Measure I Expenditure Plan could be interpreted to allow for off-roadway facilities, however, and the Local Street policies could be modified. However, much of the Local Street Program funding goes toward roadway maintenance needs so that substantial funding for bicycle projects may or may not be available, depending on each jurisdiction’s needs.

Another potential source for Measure I bicycle and pedestrian funding would be the Valley Major Street Program (MSP) and both the Victor Valley and Rural Mountain/Desert Major/Local Highway Programs (MLHP). The Expenditure Plan wording in the MSP and MLHP does not directly address bicycle and pedestrian projects. However, bicycle and sidewalk improvements can be eligible expenditures when the roadway projects are being constructed. To authorize the construction of stand-

alone bicycle and pedestrian improvements, the SANBAG Board would need to interpret certain stand-alone bicycle and pedestrian projects as “providing congestion relief and safety improvements to major streets” To use an example, the construction of the Pacific-Electric Trail may have had a safety benefit to some of the parallel major roadways by keeping cyclists on their own right-of-way. In addition to this interpretation, any MSP projects for the Valley or MLHP projects for the Victor Valley must have a development share of funding, so that the costs of construction would need to be added to the Development Impact Fee pool for each jurisdiction. Thus, the options open to the Board for stand-alone bicycle and pedestrian funding for these programs would be to:

1. Continue as is, without allowing stand-alone bicycle and pedestrian projects as eligible for Measure I reimbursement
2. Determine that it is in the interest of the jurisdictions to allow stand-alone bicycle and pedestrian improvements to be eligible expenses and interpret the Expenditure Plan liberally, as indicated above.
3. Go through the Measure I Expenditure Plan amendment process to directly allow stand-alone bicycle and pedestrian improvements to be eligible expenses. The amount of effort for Option 3 would likely only be justified if the Expenditure Plan were being amended for some other purpose.

It should be noted that more funding is becoming available for bicycle and pedestrian improvements outside of Measure I. The State’s Active Transportation Program (ATP) has received its first round of applications for the both the statewide and regional competition. Article 3 of the Transportation Development Act has provided an ongoing source of revenue for bicycle and pedestrian projects, though not on a large scale. Issues surrounding the broader eligibility of Measure I funding for bicycle and pedestrian projects will be examined along with the other possible changes to Measure I policy. However, staff recommends that the Board defer any amendments of the Expenditure Plan, including any amendments involving bicycle funding, until the 2017/2018 timeframe.

In the meantime, if directed by the Board, staff would proceed to evaluate the policy change recommendations obtained through the public outreach. The suggested policy changes will require review from both technical and policy committees, and each suggestion has pros and cons that must be carefully considered. Staff would bring back any recommended changes to the appropriate policy committee(s) following internal and local jurisdiction staff discussion and review. It is not the intent of this agenda item to discuss the pros and cons here, but just to identify the issues that need further investigation.

Metro Valley Study Session Agenda Item
June 12, 2014
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Financial Impact: This item has no financial impact on the SANBAG Fiscal Year 2013/2014 Budget.

Reviewed By: This item is also scheduled for review by the Mountain/Desert Policy Committee on June 20, 2014. The information in this item was reviewed by the Transportation Technical Advisory Committee on June 2, 2014.

Responsible Staff: Steve Smith, Director of Planning



MONTCLAIR

RECEIVED

APR 23 2014

**SAN BERNARDINO
ASSOCIATED**

April 17, 2014

Mr. Steve Smith
Director of Planning
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

RE: Measure I Expenditure Plan Comments

Dear Mr. Smith:

As a life-time resident of San Bernardino County, 16-year member of the Montclair City Council, and a local businessman, I am writing to request that the Measure I Expenditure Plan be amended as soon as possible to address the likelihood that the Foothill Gold Line between Azusa and Montclair will be funded for construction through Los Angeles County before the next review period in 2017-18. This is a critical issue that must be addressed in the coming months or else we may have to sacrifice the inclusion of San Bernardino County in this next segment of the Gold Line light rail system - possibly resulting in the line terminating well west of San Bernardino County. I believe this would be a tremendous lost opportunity for our county, and leave a Measure I promise and commitment unfulfilled.

The Foothill Gold Line Construction Authority will begin the two-year advanced conceptual engineering work for the 12.3-mile light rail extension later this year. They will be ready to advance to a design-build construction process in 2017 (with a four-year anticipated construction completion schedule). This schedule anticipates the likely scenario that the Los Angeles County Metropolitan Transportation Authority (Metro) will go back to county voters in November 2016 with either an extension of the Measure R ½-cent sales tax or a new tax for transportation improvements. Either way, according to Metro staff reports and recent Metro board member comments, the completion of the Foothill Gold Line to the county line will be included in any future tax. San Bernardino County must be ready.

The current Expenditure Plan anticipates only \$4 million for the Foothill Gold Line to Montclair project, for conceptual engineering work. It does not anticipate the reality of the project moving forward to final design, construction and operations in the next seven years. I urge the board to update the Expenditure Plan to anticipate this reality.

In the February 2014 Rail Priorities staff report, staff provided the attached (Table 1) estimated capital and operations revenue and cost table for the SB Valley Subarea. This table shows the appropriate capital cost for the extension of the Gold Line to the

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Bill Ruh • Council Members: Leonard Paulitz, Carolyn Raft, J. John Dutrey • City Manager Edward C. Starr

MVSS1406a1-ss

Mr. Steve Smith
April 17, 2014
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Montclair Trans Center, as well as showing an anticipated operating cost; however the timeline for those expenditures will likely need to be expedited based on the reality of Los Angeles County's future tax. I am unclear why Table 1 also includes \$680 million in capital and operating costs for the Foothill Gold Line from Montclair to the Ontario Airport, when that project is not in the Measure I program or in SANBAG's current Interim Long Range Transit Plan. Inclusion of the Ontario Airport extension project results in a nearly \$400 million deficit for the Measure I program, which should be eliminated until county voters or SANBAG identify the project for funding. As much as I support the Ontario Airport Extension of the Gold Line, I do not want that future project to compromise the possibility of the Foothill Gold Line getting to Montclair in the near term. SANBAG's financial models should be revised accordingly to better address the true revenue/cost for the Valley's rail priority projects, allowing for the necessary construction and operations dollars for the Montclair Extension.

I therefore strongly request that the SANBAG board amend the Measure I Expenditure Plan to allow for the necessary construction and operations funding for the Foothill Gold Line to Montclair starting in FY2017, contingent on Los Angeles County providing their majority funding for the project. Please do not let the significant benefit that the Gold Line will bring to our residents and workers, local economy, and our environment get away from us by not making this important change.

Truly yours,



Bill Ruh
Councilman
City of Montclair

Attachment

Table 1 - Fiscal Years 2014-2040 Estimated Rail Capital & Operations Revenue and Costs

Recurrent Revenue Source ¹	Eligible Use	Fiscal Years			Total Capital Funding	Total Operations Funding	Total Capital/Operations Funding	Total Capital/Operations Funding
		2014-2023	2024-2030	2031-2040				
FYLA Revenue ²	Capital	\$ 151,620,644	\$ 90,080,477	\$ 129,249,540	\$ 371,218,661	\$ -	\$ 371,218,661	
Federal Transportation Administration and Air Quality ³	Capital	\$ 40,866,000	\$ -	\$ 40,000,000	\$ 80,866,000	\$ -	\$ 80,866,000	
Local Measure 1 Senior & Disabled ⁴	Capital	\$ 24,500,178	\$ -	\$ -	\$ 24,500,178	\$ -	\$ 24,500,178	
Local Measure 1 Senior & Disabled ⁴	Capital	\$ 17,511,185	\$ -	\$ -	\$ 17,511,185	\$ -	\$ 17,511,185	
Local Valley State Transit Assistance Funds ⁵	Capital/Operations	\$ 70,831,394	\$ 20,241,574	\$ 56,542,206	\$ 147,315,174	\$ 31,039,044	\$ 178,354,218	
Local Measure 1 Valley Metropolitan and Passenger Rail ⁶	Capital/Operations	\$ 54,072,131	\$ 10,459,739	\$ 143,768,209	\$ 108,299,079	\$ 346,290,799	\$ 454,589,878	
Local Hill Assets ⁷	Capital/Operations	\$ 2,000,000	\$ 1,400,000	\$ 2,000,000	\$ 5,400,000	\$ -	\$ 5,400,000	
Local Valley Local Transportation Funds ⁸	Operations	\$ 121,068,016	\$ 109,963,947	\$ 212,851,200	\$ -	\$ 443,886,463	\$ 443,886,463	
Total Recurrent Revenue		\$ 572,892,099	\$ 337,915,339	\$ 671,107,944	\$ 713,133,543	\$ 481,926,011	\$ 1,195,059,554	

Type	Fiscal Years			Capital Needs	Operations Needs	Total Capital/Operations Needs	Total Capital/Operations Needs
	2014-2023	2024-2030	2031-2040				
Recurrent Capital ⁹	Capital	\$ 240,480,000	\$ -	\$ -	\$ -	\$ 240,480,000	\$ 240,480,000
Rollback Passenger Rail Implementation ¹⁰	Capital	\$ 6,753,053	\$ 53,297,544	\$ 94,062,506	\$ 159,118,923	\$ 159,118,923	\$ 159,118,923
Gold Line Extension to Mendocino Implementation ¹¹	Capital	\$ 2,100,000	\$ 833,000,000	\$ -	\$ -	\$ 835,100,000	\$ 835,100,000
Gold Line Extension to Mendocino CAFTA ¹²	Operations	\$ -	\$ -	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000
Gold Line Extension to Grants Airport Implementation ¹³	Capital	\$ -	\$ 450,000,000	\$ -	\$ -	\$ 450,000,000	\$ 450,000,000
Gold Line Extension to Grants Airport CAFTA ¹⁴	Operations	\$ -	\$ -	\$ 250,000,000	\$ 250,000,000	\$ 250,000,000	\$ 250,000,000
Metrolink SB Line Double Tracking (1 segment) Implementation ¹⁵	Capital	\$ 2,000,000	\$ 62,000,000	\$ -	\$ -	\$ 64,000,000	\$ 64,000,000
Metrolink SB Line Double Tracking (1 segment) CAFTA ¹⁶	Operations	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Metrolink Operations Study ¹⁷	Capital	\$ 11,677,242	\$ 56,000,000	\$ 40,000,000	\$ -	\$ 107,677,242	\$ 107,677,242
Diversions San Bernardino Passenger Rail O&M ¹⁸	Operations	\$ 131,160,707	\$ 117,824,280	\$ 216,400,540	\$ 465,789,487	\$ 465,789,487	\$ 465,789,487
Metrolink Operations Study ¹⁹	Operations	\$ 4,297,045	\$ 4,355,234	\$ 7,549,441	\$ 16,015,130	\$ 16,015,130	\$ 16,015,130
Diversions San Bernardino Passenger Rail O&M ²⁰	Operations	\$ 469,291,627	\$ 296,339,597	\$ 672,240,488	\$ 1,027,872,243	\$ 999,953,700	\$ 1,987,826,443
Total Estimated Capital		\$ 469,291,627	\$ 296,339,597	\$ 672,240,488	\$ 1,027,872,243	\$ 999,953,700	\$ 1,987,826,443

Notes:

1. Within in each funding source there might additional funding eligibility requirements. Federal funds, Proposition 1B funds and State Transit Assistance Funds are not included. LTP and Measure 1 are combined annually at 3% B&O Asses is held at \$200,000/year. This amount does not include any bonding.
2. FYLA Revenue: Funds allocated quarterly to the Los Angeles (LA) and San Bernardino (SB) Unimodal Area (UZA). LA UZA funds used for the same use of revenue. SB UZA funds used for the same use of revenue and used for the same use of revenue.
3. Capital/Operations and Air Quality funds may be used to fund the first 3 years of new station operations. \$4,000,000 per station has been set aside for CAFTA for Capital expenses.
4. Capital/Operations balances that fund Capital and Operations are eligible for use of the bond proceeds.
5. During the Challenge O&A, proceeds from this source are restricted to only use Valley Local Transportation Funds for operations (Operations and Metrolink) after implementation of the Diversions San Bernardino Passenger Rail Project and Transit Center.
6. Capital Implementation Costs are in year column.
7. Approximately \$9.5 million has been spent prior to FY2014. The amount has not been added to the funding.
8. Rollback Passenger Rail O&M costs include Operations to FY2023 at an initial cost of \$4.7m/year and a 3% annual escalation rate.
9. O&M costs for Mendocino, Grants, Grants Airport Extension and Double Tracking station 10 years of O&M and are not included.
10. The estimated cost for Mendocino Capital funding ranges from \$20 million construction and \$20 million O&M. In addition to the \$20 million/year for Capital/Operations includes the \$5 million B&O for operations.
11. The estimated cost for Mendocino Operations funding ranges from \$20 million construction and \$20 million O&M.
12. Diversions San Bernardino Passenger Rail O&M costs assume O&M costs are \$720.5 million at an initial cost of \$200,000 and a 3% annual escalation rate.

Source: Tom Danna

March 24, 2014
 2010-2040 Measure I Year 2015 Expenditure Plan and Strategic Plan
 City of Ontario Amendments to be Considered

Strategic Plan Policy	Description	Existing Policy	Recommended Change
40001, Section IV.I., VS-30	Cost Buy-down for Projects with a Development Share Contribution	Private railroad contributions buy-down the total project cost	Private railroad contributions should buy-down the local development share because they are private funds not traditional transportation funds
40001, Section IV.I., VS-30	Cost Buy-down for Projects with a Development Share Contribution	Not addressed	SCE Rule 20 funds or any other utility funds should by down the local development share.
40005, Section IV. F., VFI-13	Valley Freeway Interchange Prioritization	Projects needed to facilitate delivery of a mainline freeway project shall receive priority over other interchanges and may be initiated by SANBAG but the local development share shall still apply	Interchanges reconstructed or upgraded as part of the managed lanes projects should not require a local development share because the interchange improvement is needed for the managed lane project.
40005, Section IV. L., VFI-35	Project Administrative Costs	Local jurisdictions pay 100% of the project administrative costs when the local jurisdiction requests SANBAG to be the project lead	The administrative costs should be split in accordance with the Valley Freeway Interchange public-private share splits identified in the Nexus Study regardless of whether SANBAG or the local agency is the lead.
40006, Section V. K., VMS-30	Project Administrative Costs	Local jurisdictions pay 100% of the project administrative costs when the local jurisdiction requests SANBAG to be the project lead	The administrative costs should be split in accordance with the Valley Major Streets public-private share splits identified in the Nexus Study regardless of whether SANBAG or the local agency is the lead.
40007	Valley Metrolink/Passenger Rail Program	Policy limits Gold Line expenditures to Montclair only	Should be changed to include the extension to the LA/Ontario Airport
Additional item related to but not specifically part of the 2015 Expenditure of Strategic Plan update	Valley Express Bus/BRT	—	Discuss transit priorities especially Omnitrans' Route 61 (Holt Blvd) BRT.

Steven Smith

From: Saavedra, Melissa <msaavedra@cityofredlands.org>
Sent: Friday, April 04, 2014 3:31 PM
To: Steven Smith
Subject: Measure I Expenditure Plan 2015 - City of Redlands review

Hello Mr. Smith,

The City of Redlands Municipal Utilities and Engineering staff reviewed the 2015 Measure I Expenditure Plan. Staff concurs with the recommendation of the SANBAG Board of Directors that concurred with a recommendation of the City/County Manager Technical Advisory Committee (CCMTAC) that it is premature to entertain amendments to the Expenditure Plan at this time.

Please feel free to contact me if you have any questions.

Thank you,

Melissa Saavedra

Sr. Administrative Technician
City of Redlands
909-798-7527 opt. 6
fax 909-798-7670

Steven Smith

From: Bill Hemsley <BHemsley@Yucalpa.org>
Sent: Thursday, December 05, 2013 12:33 PM
To: Steven Smith
Cc: Ray Casey
Subject: Expenditure Plan Amendments

Hi Steve,

Here are the City of Yucalpa's initial comments on the Expenditure Plan:

1. There should not be an allowance of freeway funding for congestion relief projects on interchanges or arterials. This would impact geographic equity.
2. We should evaluate interchange phasing using economic incentive to the region for building interchanges that will spur growth and not just the amount of current congestion. We should also be taking steps now to avert future congestion in areas that will be developing.
3. There should be some more discussion on what kind of incentives would be provided to those agencies choosing to use phasing at their interchanges.

Steven Smith

From: Brent Merideth <meridethbl@gmail.com>
Sent: Wednesday, March 12, 2014 8:43 AM
To: Steven Smith
Cc: Marven Norman
Subject: Measure I 2010-2040 Ordinance and Expenditure Plan comments

Mr. Smith,

Please dedicate a substantially greater percentage of Measure I funding towards bicycle facilities within the East and West valley areas of San Bernardino County. Bike facilities (often used by pedestrians as well) cost less and employ more people to build, require far less maintenance, improve health, reduce traffic, and reduce GHGs. Yet, even though cyclists have been contributing to Measure I sales tax revenue since its inception, barely any funding is dedicated to these highly beneficial projects. Please help cyclists separate their commute from dangerous vehicular traffic. It has been proven from coast to coast that regions that add more integrated cycling infrastructure have shown an increase in cycling as a mode share. We already have enough automotive-centric roads that we can get nearly anywhere with a car. We cannot say the same with cycling/walking.

Many argue that we shouldn't dedicate funding for facilities dedicated to a mode of transportation that currently records such a low mode share within the region. However, as a father and bicycle commuter who lives in Highland and works in the Tri-Cities area I cannot stress enough how important non-motorized facilities could be to the San Bernardino Valley. The Inland Empire is well within the top ten most dangerous metropolitan areas to walk or ride a bicycle, yet San Bernardino County's current cycling infrastructure is minimal, scattered, and disjointed. If the freeways were modeled even remotely like the current bicycle network they would probably be very lightly utilized. Furthermore, according to HealtySanBernardinoCounty.org the citizens of SBC are in critically poor shape, and in my experience even non-bicycle riders often use bike trails to improve their health. Despite these terrible conditions, I still see other cyclists on my commute every day, yet SANBAG distributes a negligible fraction of Measure I funding to bike facilities. In fact the pot of money from which bicycle funding is derived is mostly spent on signal synchronization, which inherently allows cars to drive faster through intersections thereby putting more cyclists and pedestrians at risk.

Meanwhile, the single act of commuting by bicycle reduces damage to infrastructure, reduces traffic, reduces Greenhouse Gas Emissions, and gives people options for travel. The county of San Bernardino and each of its cities have so much to gain from the development of bike infrastructure, and the benefits begin as soon as construction starts. Studies have confirmed that the installation of bicycle infrastructure employs more people per mile than the installation of automotive infrastructure. Bicycle infrastructure keeps money earned locally in local communities. It provides people who are unable or cannot afford to drive a safe option to do the things they need or want to do. Cities with well-designed bicycle infrastructure tend to be much healthier with lower automobile-related casualty rates than cities or regions with less cycling infrastructure. Children who bike to school perform better. And, developments near commuting trails have been shown nationally to increase home prices by as much as 10%, which is something San Bernardino needs to do to attract a more educated population.

As you know, most road projects within the county do not rely on gas taxes and vehicle registration fees alone. In fact, they barely cover half the cost. Simultaneously, most people who ride bicycles in SBC own and drive vehicles too. They pay Measure I sales taxes, income taxes, and property taxes, and are thus subsidizing each of the 28 current SANBAG and 20 San Bernardino County road projects, which include zero dedicated bicycle infrastructure projects. Bicycle riders deserve to have the ability to make themselves and their environment healthier. Nearly 0% of Measure I funding is mandated to be spent on bicycle facilities, yet cyclists and pedestrians account for a much greater percentage of commuters and fatalities. They deserve to be active without having to dodge cars and trucks on every journey.

I think there are some important multi-agency opportunities being missed within the Inland Empire that encompass multiple cities, important destinations, and large under served populations (i.e. minimal bike facilities, no train and limited bus routes), and deserve recognition in the near term as candidates for the aggressive pursuit of funding via multiple sources, especially from SANBAG Measure I funding. These should include (hopefully not exclusively) 1) Connecting the PE and San Timoteo trails to the SART, 2) Developing the San Bernardino Greenbelt/City Creek/Sand Creek and Midcity Connector trail, and 3) Cajon Lytle Creek trail at a minimum. Each of these contributes to the backbone network that will finally give San Bernardino County residents a viable option other than the car.

Thank you for your consideration. Thank you for reconsidering and re-analyzing how Measure I funding is disbursed. Thank you for allowing the public the opportunity to be heard in this process. Please significantly increase the share of Measure I funding towards dedicated bicycle facilities.

**Brent Merldeth
Highland**

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