

AGENDA

Board of Directors Metro Valley Study Session

May 14, 2015

*****Start Time: 10:00 AM*****

Location

SANBAG

First Floor Lobby

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

Board of Directors

Valley Representatives

Study Session Chair

Michael Tahan, Mayor Pro Tem
City of Fontana

Study Session Vice-Chair

Ray Musser, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Mayor Pro Tem
City of Colton

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Joel Klink, Mayor
City of Twentynine Palms

George Huntington, Mayor
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

Janice Rutherford, Second District

James Ramos, Third District

Curt Hagman, Fourth District

Josie Gonzales, Fifth District

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

Ray Wolfe, SANBAG Executive Director

Eileen Teichert, SANBAG General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

May 14, 2015

10:00 AM

Location

First Floor Lobby

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

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

CALL TO ORDER

(Meeting Chaired by Michael Tahan)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with Brutoco Engineering and Construction, Ortiz Enterprises, Inc., Sully-Miller Contracting Company, Skanska USA Civil West, Riverside Construction Company, Inc and Flatiron West, Inc.**

Receive and file change order report.

Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Project Delivery

- 3. Grade Separation Program Update**

Receive a presentation on the Grade Separation Program.

Garry Cohoe

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

- 4. I-10 Truck Climbing Lane Extension Project - Cooperative Agreements for the Project Initiation Document (PID) Phase**

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:

A. Approve Cooperative Agreement No. 15-1001058 with the California Department of Transportation (Caltrans) for a payable amount of \$350,000.00 for engineering and environmental services for the Project Initiation Document (PID) phase.

B. Approve Cooperative Agreement No. 15-1001059 with the Riverside County Transportation Commission (RCTC) for a receivable amount of \$137,200.00 for RCTC's share of the PID phase cost.

Garry Cohoe

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

5. Construction Management Contracts Insurance Requirements

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:

A. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14154 with Arcadis-US for Construction Management Services for the SR-210/Pepper Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

B. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C13033 with Arcadis-US for Construction Management Services for the I-15/Baseline Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

C. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14155 with Vali Cooper & Associates, Inc. for Construction Management Services for the I-10/Pepper Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

D. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C13130 with Simon Wong Engineering Inc. for Construction Management Services for the I-10/Tippecanoe Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

E. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14129 with Vali Cooper & Associates, Inc. for Construction Management Services for the I 215 Segment 1,2,3, and 5 Landscape Construction and Establish Existing Planting projects, if agreed to by the consultant, that amends the professional liability insurance to \$1 million per claim and \$3 million in the aggregate for all claims arising from professional service provided under this contract.

Garry Cohoe

This item is not scheduled for review by any other policy committee or technical advisory committee. This item has not been reviewed by SANBAG General Counsel.

6. Construction Management Services for Landscape Maintenance Projects on Interstate 10 at Tippecanoe Avenue, Cherry Avenue and Citrus Avenue Interchange Projects

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

A. Approve award of Contract No. C14181 with Simon Wong Engineering, Inc. for Construction Management services for landscape maintenance projects on Interstate 10 at Tippecanoe Avenue, Cherry Avenue and Citrus Avenue Interchanges in an amount not-to-exceed \$601,600.00.

B. Approve a contingency amount for Contract No. C14181 of \$60,160.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Mike Barnum

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

7. Interstate 215 (I-215) Segment 1 Landscape Replacement 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 Commission, at a regularly scheduled Board meeting:

A. Approve Cooperative Agreement No. 15-1001216 with the State of California Department of Transportation for construction of the I-215 Segment 1 Landscaping Replacement Project.

B. Approve the Plans, Specifications, and Estimate for the I-215 Segment 1 Landscaping Replacement Project.

C. Authorize advertising Invitation for Bids 15-1001236 for construction of the I-215 Segment 1 Landscaping Replacement Project.

D. Approve taking the recommendation for award of the construction contract directly to the Board without prior Board Metro Valley Study Session review.

Dennis Saylor

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 and drafts of the agreement and IFB.

8. Pilot Program for Local and Veteran Hiring Preferences

That the Metro Valley Study Session recommend the Board acting as the San Bernardino County Transportation Commission approve applying for the Department of Transportation pilot program permitting a local resident and veteran hiring preference on federally funded construction projects, and approve such hiring preference incentives not-to-exceed \$50,000.00 for the I-10 Pepper Interchange Project construction contract.

Jeffery Hill

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

Discussion - Transportation Programming and Fund Administration

9. Budget Amendment for Cooperative Agreement C07170 with the City of Rialto

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

Approve a budget amendment to increase Task 0610, Measure I Project Advancement, from \$11,397,102 to \$12,297,160 to be funded with \$900,058 of Measure I Valley Freeway Interchange Fund to allow for reimbursement to the City of Rialto of the public share of I-10 Riverside Interchange project landscaping expenditures to date.

Ellen Pollema

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

Comments from Board Members

Brief Comments from Board Member

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance

SANBAG Entities

Acronym List

Mission Statement

The next Board of Directors Metro Valley Study Session will be

June 11, 2015

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. 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.

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 SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when 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. The time limits established in “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.

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014*

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

Minute Action

AGENDA ITEM: 1

Date: May 14, 2015

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
2-A	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

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			<p>South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.</p>
2-B	C12224	<p>Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i></p>	<p>Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunite Truesdell Corporation West Coast Welding, Inc.</p>
2-C	C12196	<p>Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i></p>	<p>A.C. Dike Company ACL All America Asphalt CGO Construction Company, Inc. Chrisp Company Cindy Trump, Inc. Coral Construction Company DC Hubbs Company Diversified Landscape Company EBS General Engineering, Inc. Foundation Pile, Inc. Hard Rock Equipment High Light Electric, Inc. Integrity Rebar Placers KEC Engineering Malcomb Drilling Company R.J. LaLonda, Inc. SRD Engineering</p>

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			Statewide Traffic Safety & Signs
2-D	C14164	Sully-Miller Contracting Company <i>Raymond Sanchez</i>	AC Dike ACL Construction Company, Inc. Bravo Sign & Design Cal-Stripe Coral Construction Company Diversified Landscape Company Fencecorp, Inc. Goss Construction Company, Inc. Harber Companies, Inc. High-Light Electrical, Inc. Integrity Rebar Placers J.V. Land Clearing LNA Concrete Structures, Inc. MCM Construction, Inc. Statewide Safety & Signs, Inc.
2-E	C11184	Skanska <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
2-F	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.
2-G	C13121	Riverside Construction, Inc. <i>Donald Pim</i>	Caliagua Chrisp Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc.

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			Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction
2-H	C14162	Flatiron West, Inc. <i>Christian M. Peich</i>	Advanced Concrete Sawing & Sealing All American Asphalt Coral Construction D.C. Hubbs Construction Elecnor Belco Electric, Co. Griffith Company Integrity Rebar Placers L. Johnson Construction, Inc. Malcolm Drilling Old Castle Precast, Inc. Payco Specialties, Inc. Southwest V-Ditch, Inc.
6	C14181	Simon Wong Engineering <i>Marc McIntyre</i>	Dynamic Engineering Services, Inc. Chia -Chi Wang

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *May 14, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Brutoco Engineering and Construction, Ortiz Enterprises, Inc., Sully-Miller Contracting Company, Skanska USA Civil West, Riverside Construction Company, Inc and Flatiron West, Inc.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's twelve on-going construction contracts in the Metro Valley, eight 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) C12036 with Brutoco Engineering and Construction for construction of the I-10 Citrus Avenue Interchange project: CCO No. 65 Supplement 1 (\$ 1,400.00 additional funds to reimburse the contractor for on-the-job apprentice Training program as specified in the contract Standard Specifications).

B. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 42 Supplement 1 (\$5,000.00 additional funds for maintaining temporary pedestrian access through the project during construction), CCO No. 45 Supplement 1 (\$10,000.00 additional funds for modifications to Drainage Systems 21, 57, 62 and realignment of fiber optic line) and CCO No. 58 (\$9,590.50 increase for modifications to striping along Cherry Avenue as requested by the City of Fontana and the County of San Bernardino).

C. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tiptecanoe Avenue Interchange Phase I project: CCO No. 51 (\$5,940.40 increase to reimburse the contractor for on-the-job apprentice Training program as specified in the contract Standard Specifications).

D. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tiptecanoe Avenue Interchange Phase II project: CCO No. 1 (no cost/no credit change to the Special Provisions for removing the requirement of Paleontological Resources from the contract as it was not needed based on earlier work by Caltrans), CCO No. 2 (no cost/no credit change for revisions to the Special Provisions Section Work Around Parcel to revise the date parcels would be made available to the contractor), CCO No. 3 (\$50,000.00 increase for maintenance of traffic control as provided for in the Standard Specifications), CCO No. 4 (\$35,000.00 for Partnering as provided for in the Special Provisions), CCO No. 5 (\$15,000.00 increase for the creation of a Dispute Review Board as provided by the Special Provisions), CCO No. 7 (\$2,300.00 increase for the contractor to perform landscape irrigation repairs and replace unhealthy or dead plantings as provided by the Standard Specifications), CCO No. 8 (\$6,750.00 increase for the removal of one dying eucalyptus tree as requested by Caltrans), CCO No. 9 (\$19,400.00 increase to

Entity: CTA, CTC

compensate the contractor for Storm Water Maintenance as provided for in the contract Special Provisions), CCO No. 10 (\$10,000.00 increase for the removal and disposal of buried man-made objects encountered during construction as allowed by the Standard Specifications) and CCO No. 12 (\$60,000.00 increase for over-excavation to remove unsuitable saturated native soil and replace with suitable soils over geotechnical fabric to provide for proper subbase for embankment material for new westbound off ramp).

E. CN C11184 with Skanska USA Civil West for construction of the Hunts Lane Grade Separation project: CCO No. 19 Supplement 3 (\$882.13 additional funds for construction of a bypass drainage channel to divert water around utility improvements installed in planned drainage swale), CCO No. 71 (\$86,357.51 increase for settlement of Notice of Potential Claim (NOPC) No. 3 providing payment to the contractor for claimed for work directed by CCO No. 41 to relocate drainage system around Edison underground transmission line), CCO No. 74 (\$8,692.46 increase for settlement of NOPC No. 5 providing payment to the contractor for work required for reconstructing sidewalk for ADA compliance), CCO No. 75 (\$32,929.10 increase for settlement of NOPC No. 6 providing payment to the contractor for work required for reconstructing the barrier slab curb return for ADA compliance), CCO No. 76 (\$40,145.13 increase for settlement of NOPC No. 7 providing payment to the contractor for work provided under CCO No. 49 to provide closure plates at bridge abutment walls), CCO No. 77 (no cost/no credit change for settlement of NOPC No. 4 for work provided under CCO No. 14 to maintain access to local businesses during construction) and CCO No. 78 (no cost/no credit change for settlement of deferred time on change orders 54 through 59, 61 through 63, 66 and 72 for an additional 79 non-compensable working days).

F. CN C13108 with Skanska USA Civil West for construction of the Palm Avenue Grade Separation project: CCO No. 10 Supplement 1 (\$10,505.00 additional funds for reconfiguration of the street lighting system to accommodate new frontage road consisting of portions of old Palm Avenue and Industrial Parkway), CCO No. 23 Supplement 2 (\$25,000.00 additional funds for changes to the new frontage road per City of San Bernardino request including troubleshooting existing street lighting system and replacement of concrete driveway to business property), CCO No. 25 Supplement 2 (\$32,732.00 additional funds for changes to the planned drainage systems in front of Denny's Restaurant and directed modifications to contractor work plan so as to complete all work on Denny's property prior to the expiration of the Temporary Construction Easement (TCE)), CCO No. 26 Supplement 1 (\$10,000.00 additional funds for work required within the BNSF right of way as required by BNSF), CCO No. 27 (\$3,025.00 increase for the replacement of traffic signal loop detectors for the signal at the southbound I-215 ramps removed during Palm Avenue street improvements not shown on the plans), CCO No. 31 (\$4,800.00 increase to reimburse the contractor for on-the-job apprentice Training program as specified in the contract Standard Specifications), CCO No. 32 (\$230.00 decrease for installing roadside signs on street lights rather than on wooden posts as requested by the City of San Bernardino), CCO No. 33 (\$527.00 increase for modifications to pole gate for installation at alternate location as approved by the City of San Bernardino) and CCO No. 34 (\$2,431.00 increase for adding an outside shoulder stripe along Palm Avenue across the bridge structure as requested by the City of San Bernardino).

G. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 46 (\$14,000.00 increase for removing and resetting the BNSF signal bridge per BNSF request resulting in time and cost savings to the project in-lieu of having BNFS perform the work as per the Construction and Maintenance Agreement).

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H. CN C14162 with Flatiron West, Inc. for the construction of the I-15 Base Line Road Interchange project: CCO No. 13 (\$16,800.00 increase to reimburse the contractor for on-the-job apprentice Training program as specified in the contract Standard Specifications), CCO No. 14 (\$15,000.00 increase for the removal and disposal of buried man-made objects encountered during construction as allowed by the Standard Specifications) and CCO No. 15 (no cost/no credit change for the elimination of Bid Item No. 69 Impervious Backfill Material (Retaining Wall) and replace with Geocomposite Drain system as approved by Caltrans).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0826, 0842, 0870, 0874, 0884 and 0892.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

I-10 Citrus Interchange - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$ 35,000.00
001 S-1	Traffic Control, Additional Funds	\$ 35,000.00
001 S-2	Traffic Control, Additional Funds	\$ 30,000.00
002	Maintain Irrigation and Landscaping	\$ 8,000.00
003	Water Pollution Control Maintenance Sharing	\$ 25,000.00
004	Partnering	\$ 10,000.00
004 S-1	Additional Funds	\$ 10,000.00
005	Dispute Review Board	\$ 15,000.00
005 S-1	Additional Funds	\$ 5,000.00
006	Maintain Existing Electrical Systems	\$ 20,000.00
006 S-1	Additional Funds	\$ 5,000.00
006 S-2	Additional Funds	\$ 8,100.00
007	Graffiti Removal	\$ 5,000.00
008	DS-10 Redesign and Align	\$ (143,397.00)
009	Replace Loop Detection with Video Detection	\$ 18,645.00
010	Sewer Connection on South Citrus	\$ 7,945.48
011	Replace RSC and RSLCB in WB Off-Ramp Termini with Standard JPCP	\$ (164,877.00)
011 S-1	Replace RSC and RSLCB in WB Off-ramp Termini with Standard JPCP Supplement 1	\$ 46,674.75
012	Over-Excavate and Re-Compact Under OH Abutments and WW	\$ 11,483.50
013	Replace RSC and RSLCB in WB Off-Ramp Gore	\$ (41,180.48)
014	Septic System for 76 Gas Station	\$ 36,783.25
015	ROW Delay for Alcorn Fence	\$ 1,500.00
016	DS-15 Connection to DS-1	\$ 2,911.33
017	Revise DWY Approaches and DWYS at Boyle Cul-de-Sac	\$ 11,130.00
017 S-1	Revise DWY Approaches and DWYS at Boyle Cul-de-Sac, Additional Funds	\$ 27,000.00
018	Replace RSC with Standard JPCP - WB On-Ramp Gore	\$ (32,840.80)
019	Replace RSC with Standard JPCP - EB Off-Ramp Gore	\$ (62,956.58)
020	Replace RSC with Standard JPCP - WB Off-Ramp Gore	\$ (21,153.30)
021	Non-Compensable Excusable Delay	\$ 0.00
022	Longitudinal Tining	\$ 8,500.00
023	Payment Adjustments for Price Index Fluctuations	\$ 161,000.00
024	Parapet Headwall Height Change	\$ 4,000.00
025	76 Gas Station Improvements	\$ 38,000.00
026	Non-Compensable Excusable Delay - 4 Days	\$ 0.00
027	Electrical Work	\$ 54,000.00
028	Demo and Grade on Citrus Avenue	\$ (28,022.88)
028 S-1	Additional Funds for Traffic Control	\$ 28,022.88
029	Removal and Disposal of Man-Made Objects	\$ 26,000.00
029 S-1	Additional Funds	\$ 49,800.00
030	Rock Blanket Credit	\$ (74,957.08)
032	Lane Closure Charts Change	\$ 0.00
033	DS-25 Modifications	\$ 38,500.00
034	Adjustment of Item Overruns	\$ 27,111.10
036	Change in Retaining Wall Type	\$ 29,883.70
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00

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040	DS-1 Modifications	\$ 14,000.00
041	Tree Removal and Water Line	\$ 8,500.00
042	Relocation of Gas and Water Services	\$ 12,200.00
043	ADA Requirements on Bridge	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on #4 Lanes	\$ 86,614.00
045	Additional Concrete Swale Along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$ 27,000.00
048	Curb and Sidewalk at SW Corner Valley/Citrus	\$ 5,200.00
050	Mulberry Channel Access Ramp	\$ 45,778.00
051	Street Light Pole Bases	\$ 8,159.00
052	Revise Curb Ramps, Sidewalks & Ped Buttons for ADA	\$ 15,000.00
054	I-10 Median Paving	\$ 44,500.00
056	Misc. Work Not Covered by Contract Items	\$ 40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	Traffic Signal Equipment at Slover and Valley	\$ 59,787.00
060	Caltrans Safety Comments EB on Ramp	\$ 35,000.00
061	Remove Pedestrian Crossing Features	\$ 35,000.00
065	Apprentice Training	\$ 3,600.00
065 S-1	Additional Funds	\$ 1,400.00
066	Hot Mixed Asphalt Price Adjustment	\$ 35,141.65
067	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 147,391.52
068	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 104,127.07
CCO TOTAL		\$ 1,152,351.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,726,000.00

I-10 Cherry Interchange - Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$ 35,000.00
2	Maintain Existing Irrigation System	\$ 5,000.00
2 S-1	Additional Funds	\$ 25,000.00
3	Water Pollution Control Maintenance Sharing	\$ 20,000.00
4	Additional Striping and Temporary Pavement	\$ 30,000.00
4 S-1	Additional Striping - Supplement 1	\$ 15,000.00
4 S-2	Additional Striping - Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	\$ (39,090.00)
6	Dispute Review Board	\$ 15,000.00
6 S-1	Additional Funds	\$ 10,000.00
7	Partnering	\$ 20,000.00
8	Compliance with Right-of-Way Obligations	\$ 60,000.00
8 S-1	Compliance with Right-of-Way Obligations - Supplement 1	\$ 60,000.00
8 S-2	Compliance with Right-of-Way Obligations - Supplement 2	\$ 100,000.00
9	Graffiti Removal	\$ 15,000.00
9 S-1	Graffiti Removal - Supplement 1	\$ 25,000.00
10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System - Supplement 1	\$ 20,000.00

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10 S-1	Maintain Existing Electrical System - Supplement 2	\$ 38,000.00
11	Spillway Drainage Connection to DS-1	\$ 25,000.00
11 S-1	Spillway Drainage Connection to DS-1 - Supplement 1	\$ 13,000.00
11 S-2	Additional Funds	\$ 18,000.00
12	Temporary Light Poles	\$ 20,000.00
13	Remove Existing Sign Structure	\$ 10,260.00
14	Compensation for Right-of-Way Obstruction (Leach Tank)	\$ 10,780.00
15	Revision to Contract Special Provisions for Tree Removal	\$ 0.00
16	RW 680 Footing Modifications	\$ (21,490.00)
17	Remove Existing Asbestos Pipe	\$ 10,797.00
19	Regular PCCP in Lieu of Rapid Set Concrete	\$ (152,296.00)
18	Realign 96" RCP	\$ 49,991.01
20	Driveway for Truck Stop Facility	\$ 0.00
21	Remove Tree Item Adjustment	\$ 103,187.55
22	Change in Alignment for SW 697	\$ 0.00
23	Modified Concrete Barrier for Concrete Poles	\$ 25,000.00
23 S-1	Additional Funds	\$ 35,000.00
24	Removal and Disposal of Man-Made Buried Objects	\$ 5,000.00
24 S-1	Additional Funds	\$ 55,000.00
25	Additional Grout at Sound Wall 697	\$ 5,000.00
26	New Drainage System at RW 33	\$ 5,199.50
27	Modifications to Drainage System No. 1 Channel Wall	\$ 21,477.30
28	Just-in-Time Training	\$ 1,110.00
29	Maintain Existing Drainage System	\$ 20,000.00
29 S-1	Additional Funds	\$ 30,000.00
30	Modifications to Drainage System	\$ (115,480.50)
31	Payment to Edison	\$ 10,000.00
32	Various Unforeseen Additional Work	\$ 30,000.00
32 S-1	Additional Funds	\$ 30,000.00
33	Electrical Revisions for MSE Wall	\$ 46,447.28
35	Increase in Various Items	\$ 73,234.66
36	Joint Armor for Bridge Sidewalks	\$ 13,000.00
37	Revisions to Rock Blanket Thickness	\$ (154,335.02)
37 S-1	Replace Rock Blanket with 2 1/2" Gravel	\$ (23,100.00)
38	Revise SP's for Payment for Removal of Temporary Striping	\$ 20,000.00
40	Rush Truck Center Parking Lot	\$ 45,000.00
42	Pedestrian Access to Bridge	\$ 20,000.00
42 S-1	Additional Funds	\$ 5,000.00
43	Type 60C Barrier and Shotcrete Along W/B Off-Ramp	\$ 35,000.00
45	Lower Fiber Optics and Drainage Systems for Roadway	\$ 60,461.12
45 S-1	Additional Funds	\$ 10,000.00
46	Temp. Electrical Feed for Street Lighting for Stage 1A	\$ 17,000.00
49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72
50	Concrete Barrier Anchor Block	\$ 4,825.44
51	Traffic Signal Equipment for Slover and Valley	\$ 71,082.80
52	Railroad OH Modifications	\$ 73,660.00
53	NOPC 003-07-25-13 Resolution	\$ 249,760.84
54	Stage 3B Construction Changes	\$ (45,206.82)
54 S-1	Additional Stage Construction Changes	\$ (104,722.20)

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55	Modify Drain Inlet	\$ 3,526.18
56	Apprentice Training	\$ 9,600.00
57	Farmer Boy Restaurant Landscaping and Irrigation System	\$ 10,350.00
58	Modify Striping on Cherry	\$ 9,590.50
CCO TOTAL		\$ 1,422,503.36
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,282,319.79

Palm Avenue Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work Due to Utility Delays	\$ 0.00
2	Additional Hoop Rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
3 S-1	Additional Funds	\$ 11,406.00
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
6 S-2	Additional Funds	\$ 14,922.00
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
8 S-1	Additional Funds	\$ 3,500.00
9	Relocate Existing Pole Gate	\$ 4,242.00
10	Various Electrical Changes	\$ 39,600.00
10 S-1	Additional Funds	\$ 10,505.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00
12 S-1	Additional Funds	\$ 2,000.00
13	Dispute Resolution Advisor	\$ 15,000.00
14	Cable Railing for Headwalls and Wing-Walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
16	VECP for Retaining Wall Elimination	\$ (65,686.51)
17	Transition Barrier Railing at BNSF R/W	\$ 5,263.25
18	Curb and Gutter Near Edison Pole	\$ 30,000.00
19	Chain Link Fence Details on Bridge	\$ 1,050.50
20	Bridge Deck Profilograph	\$ 1,540.00
21	Accelerated Weekend Work	\$ 88,279.00
22	Increase in Temporary Striping and Potholing	\$ 16,715.50
23	Modify Existing Industrial Pkwy for Frontage Road	\$ 45,055.50
23 S-1	Additional Funds	\$ 71,141.00
23 S-2	Additional Funds	\$ 25,000.00
24	Temporary Electrical	\$ 3,380.00
25	Modifications to Denny's Temporary Driveway	\$ 30,000.00
25 S-1	Additional Funds	\$ 1,620.00
25 S-2	Additional Funds	\$ 32,732.00
26	BNSF Roadway Removals	\$ 40,263.00
26 S-1	Additional Funds	\$ 10,000.00
27	Traffic Signal Loops	\$ 3,025.00

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29	DG Walk, Swale and AC Dike changes near UPRR	\$ 3,530.00
30	Pavement Delineation on Industrial Parkway	\$ 4,540.00
31	Apprentice Training	\$ 4,800.00
32	Roadside Signs on Street Light Poles	\$ (230.00)
33	Modify Pole Gate	\$ 527.00
34	Additional Shoulder Stripe	\$ 2,431.00
CCO TOTAL		\$ 678,002.24
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

I-10 Tippecanoe Avenue Phase 1 – Executed Change Orders		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$ 27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$ 16,753.74
3	Traffic Control	\$ 10,000.00
3 S-1	Additional Funds	\$ 13,385.35
3 S-2	Additional Funds	\$ 3,934.77
3 S-3	Decrease in Funds	\$ (1,395.92)
4	Partnering	\$ 15,000.00
4 S-1	Decrease in Funds	\$ (2,676.83)
5	Dispute Review Board	\$ 15,000.00
5 S-1	Decrease in Funds	\$ (153.35)
6	Graffiti Removal	\$ 4,000.00
6 S-1	Decrease in Funds	\$ (3,309.76)
7	Removal of Man-Made Buried Object	\$ 10,000.00
7 S-1	Decrease in Funds	\$ (572.40)
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$ 3,000.00
8 S-1	Additional Funds	\$ 4,635.53
8 S-2	Additional Funds	\$ 11,517.60
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$ 19,435.00
9 S-1	Additional Funds	\$ 7,430.43
9 S-2	Additional Funds	\$ 8,584.51
9 S-3	Additional Funds	\$ 851.24
10	Shared Maintenance of SWPPP Components	\$ 15,000.00
10 S-1	Decrease in Funds	\$ (9,598.41)
11	Roadway Repairs Caused by Public Traffic	\$ 5,000.00
11 S-1	Decrease in Funds	\$ (4,150.47)
12	Maintain Existing Planting and Irrigation Systems	\$ 10,000.00
12 S-1	Supplement #1 to CCO #12	\$ 16,000.00
12 S-2	Additional Funds	\$ 20,000.00
12 S-3	Additional Funds	\$ (4,975.92)
13	Modify Drainage Detail #11	\$ 4,607.18
14	Restriping Tippecanoe Avenue and Anderson Street	\$ 16,809.40
14 S-1	Traffic Control Plan for Restriping	\$ 1,310.00
14 S-2	Decrease in Funds	\$ (5,200.00)
14 S-3	Decrease in Funds	\$ (852.61)
15	Disposition of ADL Soil	\$ 137,620.00

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15 S-1	Traffic Control Plan	\$ 10,000.00
15 S-2	Disposition of ADL Soil –Extra Work at Force Account	\$ 209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$ 73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$ 10,000.00
15 S-5	Time Extension and TRO Costs	\$ 44,607.30
15 S-6	Final Determination of ADL Costs	\$ 85,000.00
15 S-7	Decrease in Funds	\$ (41,534.47)
16	Increase/Decrease in Retaining Wall Material	\$ 72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$ 51,786.28
16 S-2	Additional Quantities for Retaining Wall Material	\$ 14,200.00
17	Temporary Fiber Optic Change	\$ 20,554.27
18	Modify Drainage Detail 18A and 18D	\$ (1,386.69)
18 S-1	Additional Funds	\$ 271.69
18 S-2	Additional Funds	\$ 723.56
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$ 7,000.00
19 S-1	Decrease in Funds	\$ (903.97)
20	Maintain Existing Electrical Systems	\$ 15,000.00
20 S-1	Additional Funds	\$ 29,917.67
20 S-2	Additional Funds	\$ 6,580.62
20 S-3	Additional Funds	\$ 5,467.73
21	Elimination of Item #51	\$ (3,000.00)
23	Removal of Additional Trees – Resolution of NOPC 1-11-02-13	\$ 32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$ 20,005.77
25	Revision of Staging Plans	\$ 9,778.20
25 S-1	Decrease in Funds	\$ (2,918.72)
26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$ 0.00
26 S-1	Date Adjustment for Weekend Closure	\$ 0.00
27	Mitigation of Low R-Values Inside ADL Section	\$ 25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$ 15,000.00
27 S-2	Additional Funds for Cap Soil	\$ 10,332.55
27 S-3	2 Day Increase in Contract Time	\$ 0.00
27 S-4	Cancellation of S-3 due to scope of CCO No. 47	\$ 0.00
27 S-5	Additional Funds	\$ 84,909.69
28	Mitigation of Low R-Values Outside ADL Section	\$ 80,000.00
28 S-1	Additional Funds	\$ 6,826.46
28 S-2	Additional Funds	\$ 1,254.65
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$ 32,000.00
29 S-1	Decrease in Funds	\$ (8,299.40)
30	Pedestrian Push Button Assembly	\$ 5,000.00
30 S-1	Decrease in Funds	\$ (789.96)
31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$ 0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$ 35,308.60
32 S-1	Decrease in Funds	\$ (1,538.50)
33	Replacement of Concrete Curb on Street and Off-Ramp	\$ 3,684.00
33 S-1	Additional Funds	\$ 1,651.85
34	Modification of DRB Agreement – Position Paper Due Dates	\$ 0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$ 38,500.00

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Attachment: MVSS CCO Log (1907 : Construction Contract Change Orders MVSS1505)

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

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

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10	Buried Man-made Objects	\$ 10,000.00
12	Placement of Suitable Embankment Material Westbound Off-ramp	\$ 60,000.00
	CCO TOTAL	\$ 198,450.00
	TOTAL CONTINGENCY AND SUPPLEMENTAL	\$ 1,583,771.87

Hunts Lane Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Under-Sidewalk Drains and Drainage Call-Outs	\$ (1,100.00)
2	Install Temporary AC Sidewalk South of the RR Tracks	\$ 6,423.00
3	Maintain Existing Electrical	\$ 10,000.00
3 S-1	Maintain Existing Electrical	\$ 20,000.00
4	Man-Made Buried Objects	\$ 80,000.00
4 S-1	Man-Made Buried Objects	\$ 40,000.00
5	Extended Underground Utilities at Oliver Holmes	\$ 15,446.68
6	Maintain Traffic	\$ 20,000.00
6 S-1	Maintain Traffic	\$ 20,000.00
7	Partnering	\$ 5,000.00
8	Dispute Review Board	\$ 10,000.00
8 S-1	Additional Funds	\$ 995.72
9	Trainee	\$ 5,000.00
10	60” Casing Thickness Increase	\$ 16,438.80
11	Substitute Cast-in-Place with Precast Reinforced Concrete Box (RCB)	\$ 0.00
12	Retaining Wall No. 7 Alignment	\$ (2,535.00)
13	Temporary Business Signage	\$ 5,000.00
14	Pedestrian Sidewalk	\$ 10,000.00
15	MSE Wall Design Methodology	\$ 0.00
16	Additional AT&T Work	\$ 25,500.00
17	16” Waterline Tie-In	\$ 12,700.00
18	SCE Utility Work Deduction	\$ (59,415.80)
19	Drainage Ditch at Club Center Drive	\$ 10,975.00
19 S-1	Additional Funds	\$ 4,298.31
19 S-2	Bypass Channel around Utility Improvements	\$ 9,217.43
19 S-3	Additional Funds	\$ 882.13
20	AT&T Shift for Jacking Pit	\$ 20,000.00
21	Combination of Stages	\$ 0.00
22	Temporary Sewer Tie-In	\$ 70,000.00
22 S-1	Temporary Sewer Tie-In	\$ 40,000.00
23	Temporary Sewer Tie-In	\$ 37,000.00
23 S-1	Temporary Sewer Tie-In	\$ 50,000.00
24	Decatur Irrigation Rebuild	\$ 15,000.00
25	Striping Changes	\$ 0.00
26	Moving Jacking Pit	\$ 10,000.00
26 S-1	Moving Jacking Pit	\$ 30,000.00
27	Hunts Lane Drainage Change	\$ 18,462.00
28	Emergency Access Structure Waterproofing	\$ 7,000.00
29	CIDH Lap Splicing	\$ 5,216.10

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30	Temporary Traffic Delineation Removal	\$ 2,365.00
31	Reimburse Pilot Bore	\$ 27,680.21
34	Additional Sewer Manhole	\$ 8,900.00
43	Plant Establishment Type Change	\$ 0.00
45	Additional WD's for Jack and Bore	\$ 0.00
47	Additional Type CF Service Cabinet	\$ 3,520.00
48	Landscaping Reduction	\$ 6,526.20
49	Closure Panels at MSE Wall and Bridge	\$ 0.00
50	Shorter Street Light Under Edison Lines	\$ 3,299.25
51	Profile Bridge Deck	\$ 2,500.00
52	Deletion of Cross Gutter	\$ 0.00
53	Drain Inlet for Adjacent Properties	\$ 6,500.00
54	Additional Potholing of Edison Facilities	\$ 15,000.00
54 S-1	Decrease of Funds	\$ (7,862.82)
55	Additional Chain Link Fence and Gates	\$ 7,150.00
55 S-1	Additional Funds	\$ 19,580.00
56	Removal of At-Grade Crossing Equipment	\$ 20,000.00
57	Bollards	\$ 10,000.00
58	Redwood Fence Topper on Masonry Wall	\$ 7,565.80
59	Pavement Markings and Crosswalk Deletion	\$ 3,418.80
61	Thief-Proof Access Panels on Light Standards	\$ 411.72
62	Additional Traffic Safety Items	\$ 10,000.00
64	Irrigation System Increase due to Water Meter Locations	\$ 9,780.00
65	Decatur Center Landscaping Payment	\$ 4,002.90
66	Fencing Along UPRR Easement	\$ 7,320.00
69	Superior Truck Company Gate Payment	\$ 5,500.00
71	Settlement of NOPC No. 3	\$ 86,357.51
72	Colton Electric Facility Protection	\$ 3,000.00
74	Settlement of NOPC No. 5	\$ 8,692.46
75	Settlement of NOPC No. 6	\$ 32,929.10
76	Settlement of NOPC No. 7	\$40,145.13
77	Settlement of NOPC No. 4	\$ 0.00
78	Settlement of Deferred Time – 79 Additional Working Days	\$ 0.00
CCO TOTAL		\$ 911,785.63
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

I-10 Riverside Avenue Landscaping - Executed Change Orders		
Number	Description	Amount
1	Additional Roadway Work and Roadside Signs	\$ 26,569.83
1 S-1	Drainage for Nuisance Water on W/B Shoulder	\$ 30,873.47
1 S-2	Returning Unused Funds to Contingency	\$ (18,598.88)
2	Suspension of Work	\$ 0.00
3	Existing Irrigation System Deficiencies Corrections	\$ 5,000.00
3 S-1	Additional Funds	\$ 2,149.31
3 S-2	Returning Unused Funds to Contingency	\$ (128.86)
3 S-3	Additional Funds for Rock Blanket Repairs	\$ 398.33
4	Saw Cut Existing AC Pavement Edge	\$ 4,541.93
4 S-1	Returning Unused Funds to Contingency	\$ (2,270.96)

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5	Agency Compensation for Costs and Expenses Incurred AWL Default	\$ (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	Re-Stripe Riverside Avenue	\$ 29,500.33
9	Delete Contract Item No. 52, 75mm Pressure Relief Valve	\$ (950.00)
10	Install Rigid PVC Risers	\$ 4,250.00
11	Dispose of Rock from Irrigation Trenching Operations	\$ 10,000.00
11 S-1	Returning Unused Funds to Contingency	\$ (7,718.45)
12	Reconstruction of AC Dike/Shoulder Eastbound	\$ 59,012.59
12 S-1	Additional Funds	\$ 6,105.00
13	17 WD Time Extension to Cover Project	\$ 5,000.00
13 S-1	Returning Unused Funds to Contingency	\$ (5,000.00)
14	Added Quantities of Bid Items	\$ 837.40
CCO TOTAL		\$ 81,790.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 204,850.00

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

Laurel Street Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man-Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
5	RJ&R and TCI Properties	\$ 47,966.00
6	Increase TWC Size of Vault	\$ 4,515.00
7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing - Waterline	\$ 86,535.00
9	Dispute Review Board	\$ 22,500.00
10	Different in Cost 750mm Wire in Lieu of 500mm	\$ 4,000.00
10 S-1	Additional Funds	\$ 4,000.00
10 S-2	Additional Funds	\$ 15,000.0
11	Increase Depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
13	Protecting and Repairing Underground Facilities	\$ 5,000.00
13 S-1	Additional Funds	\$ 5,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
19 S-2	Additional Funds	\$ 3,673.05
21	Miller's Honey Stairs, Ramps and Parking Lot Modifications	\$ 12,160.00
24	Irrigation Back-flow Substitution	\$ 0.00
30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00

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32	Differing Site Conditions – Piling	\$ 20,000.00
32 S-1	Additional Funds	\$ 90,000.00
33	3' Wide Pavement Transition	\$ 10,800.00
33 S-1	Additional Funds	\$ 5,000.00
35	Revised Hot Mixed Asphalt Specifications	\$ 0.00
36	Crude Oil Price Index Fluctuation	\$ 40,000.00
37	AT&T Relocations Additional Work	\$ 7,000.00
38	Striping and Bumpers in TCI Back lot	\$ 7,470.00
39	Additional Remotes for TCI Automatic Gate	\$ 3,937.64
46	BNSF Signal Bridge	\$ 14,000.00
CCO TOTAL		\$ 754,695.47
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

SR-210 Segment 8 Landscaping EEP - Executed Change Orders		
Number	Description	Amount
1	Slope Erosion Control Measures	\$ 15,000.00
CCO TOTAL		\$ 15,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 199,918.60

SR-210 Segment 10 Landscaping - Executed Change Orders		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$ 6,248.25
2	Increase Cost for Water Meter	\$ 14,832.70
3	Shared Water Pollution Control Costs	\$ 6,000.00
4	Install ICC Enclosure	\$ 2,500.00
5	Repair Existing Irrigation Facilities	\$ 3,000.00
6	Repair Slope Damage	\$ 35,000.00
6 S-1	Repair Slope Damage - Time Adjustment	\$ 0.00
7	Increase Water Rates	\$ 2,500.00
7 S-1	Increase Water Rates	\$ 1,948.78
8	Time Adjustment - Water Meter Repair by WWWD	\$ 0.00
9	Frost Damage	\$ 7,500.00
10	Wild Flower Seeding	\$ 13,107.58
11	Foliage Protector Removal	\$ 10,000.00
11 S-1	Foliage Protector Removal - Additional Funds	\$ 25,000.00
11 S-2	Foliage Protector Removal - Additional Funds	\$ 20,000.00
11 S-3	Foliage Protector Removal - Additional Funds	\$ 8,834.70
12	Final Item Adjustment	\$ 0.00
13	Detention Basin Clearing	\$ 3,658.41
CCO TOTAL		\$ 160,130.42
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 239,090.00

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SR-210 Segment 11 Landscaping - Executed Change Orders		
Number	Description	Amount
2	Install Roadside Signs	\$ 1,955.96
3	Water Meter Fee Adjustment	\$ 41,729.38
3 S-1	Additional Funds	\$ 6,515.39
4	Locate Existing Crossovers	\$ 30,000.00
5	Install Irrigation Crossovers	\$ 40,000.00
5 S-1	Install Irrigation Crossovers	\$ 5,965.81
6	Traffic Control	\$ 5,000.00
6 S-1	Additional Funds	\$ 1,181.90
7	Install Wireless Communication	\$ 7,237.60
7 S-1	Additional Funds	\$ 5,342.31
7 S-2	Additional Funds	\$ 2,944.19
8	Repair Slipped Slope	\$ 64,844.08
8 S-1	Addition of 10 Working Days to Contract Time	\$ 0.00
9	Remove Man-Made Objects	\$ 10,000.00
9 S-1	Additional Funds	\$ 3,829.89
10	Wildflower Seed Change	\$ 0.00
11	Rock Blanket and V-Ditch	\$ 80,000.00
13	Additional 1.5" Electrical Conduit	\$ 8,971.96
14	Shared Cost for Fiber Optic Repairs	\$ 950.00
15	Slope Paving Repairs	\$ 12,000.00
16	Bid Item Overrun/Underrun Final Adjustment	\$ 36,441.15
CCO TOTAL		\$ 364,909.62
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 445,031.83

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

I-215 Segment 1 & 2 Project - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$ 100,000.00
001 - S1	Traffic Control - Additional Funds	\$ 100,000.00
001 - S2	Traffic Control - Additional Funds	\$ 150,000.00
001 - S3	Traffic Control - Additional Funds	\$ 100,000.00
001 - S4	Traffic Control - Additional Funds	\$ 125,000.00
001 - S5	Traffic Control - Additional Funds	\$ 250,000.00
001 - S6	Traffic Control - Additional Funds	\$ 205,000.00
001 - S7	Traffic Control - Additional Funds	\$ 7,610.13
001 - S8	Traffic Control - Additional Funds	\$ 15,313.38
001 - S9	Traffic Control - Additional Funds	\$ 3,750.07
002	Establish a Dispute Review Board	\$ 35,000.00

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002 - S1	Establish a Dispute Review Board - Additional Funds	\$ 913.78
002 - S2	Establish a Dispute Review Board - Additional Funds	\$ 187.50
003	Establish a Partnering Training Workshop	\$ 50,000.00
004	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation	\$ 230,000.00
004 - S1	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation - Additional Funds	\$ 100,000.00
004 - S2	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation - Additional Funds	\$ 300,000.00
004 - S3	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation - Additional Funds	\$ 210,000.00
004 - S4	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation - Additional Funds	\$ 50,000.00
005	Maintain Existing Electrical	\$ 50,000.00
005 - S1	Maintain Existing Electrical - Additional Funds	\$ 50,000.00
005 - S2	Maintain Existing Electrical - Additional Funds	\$ 75,000.00
005 - S3	Maintain Existing Electrical - Additional Funds	\$ 24,000.00
005 - S4	Maintain Existing Electrical - Additional Funds	\$ 95,000.00
005 - S5	Maintain Existing Electrical - Additional Funds	\$ 145,000.00
005 - S6	Maintain Existing Electrical - Time Deferment, 4 Days	\$ 0.00
006	Sound Wall Block Detail Revision	\$ 0.00
007	Architectural Treatment Test Panel Size Revision	\$ 0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$ 6,000.00
009	SWPPP Maintenance	\$ 100,000.00
009 - S1	SWPPP Maintenance - Additional Funds	\$ 950,000.00
009 - S2	SWPPP Maintenance - Additional Funds	\$ 395,000.00
009 - S3	SWPPP Maintenance - Additional Funds	\$ 250,000.00
009 - S4	SWPPP Maintenance - Additional Funds	\$ 9,100.31
010	Utility Potholing	\$ 10,000.00
010 - S1	Utility Potholing - Additional Funds	\$ 10,000.00
010 - S2	Utility Potholing - Additional Funds	\$ 10,000.00
010 - S3	Utility Potholing - Additional Funds	\$ 10,000.00
010 - S4	Utility Potholing - Additional Funds	\$ 20,000.00
011	Buried Man-Made Object	\$ 20,000.00
011 - S1	Buried Man-Made Object - Additional Funds	\$ 30,000.00
011 - S2	Buried Man-Made Object - Additional Funds	\$ 50,000.00
011 - S3	Buried Man-Made Object - Additional Funds	\$ 50,000.00
011 - S4	Buried Man-Made Object - Additional Funds	\$ 49,000.00
011 - S5	Buried Man-Made Object - Additional Funds	\$ 50,000.00
011 - S6	Buried Man-Made Object - Additional Funds	\$ 95,000.00
011 - S7	Buried Man-Made Object - Time Deferment	\$ 0.00
011 - S8	Buried Man-Made Object - Additional Funds	\$ 2,594.59
012	Provide Access Control Fence	\$ 50,000.00
014	Optional Steel Pipe Pile Specification	\$ 0.00
015	Modify 13 th Street Off-Ramp	\$ 83,325.00
016	Change to Precast Girders at Redlands Loop	\$ 0.00
017	Temporary Fiber Optic	\$ 12,605.00
018	Repair Roadway	\$ 25,000.00
018 - S1	Repair Roadway - Additional Funds	\$ 25,000.00
018 - S2	Repair Roadway - Additional Funds	\$ 50,000.00

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018 - S3	Repair Roadway - Additional Funds	\$ 50,000.00
018 - S4	Repair Roadway - Additional Funds	\$ 100,000.00
018 - S5	Repair Roadway - Additional Funds	\$ 125,000.00
018 - S6	Repair Roadway - Additional Funds	\$ 100,000.00
018 - S7	Repair Roadway - Additional Funds	\$ 59,608.04
018 - S8	Repair Roadway - Additional Funds	\$ 17,459.60
018 - S9	Repair Roadway - Additional Funds	\$ 0.00
018 - S10	Repair Roadway - Additional Funds	\$ 190.22
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$ 0.00
020	Realign DS #6	\$ 2,398.00
021	Shear Ring Alternate Welding Method	\$ 0.00
022	Temporary Chain Link Fence at Verizon Yard	\$ 9,500.00
023	Revise DS #20	\$ 9,239.00
024	Change Traffic Opening at 9 th Street	\$ 0.00
025	Revise RW 106W and DS #8, 13 and 100	\$ 15,390.02
026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00
029 - S1	Tie-In DS #10-0 to Segment 3 - Time Deferment Closure	\$ 0.00
029 - S2	Tie-In DS #10-0 to Segment 3 - Additional Funds	\$ 40,000.00
030	Modify Overhead Sign 'H' Values	\$ 13,258.64
030 - S1	Sign B New Foundation	\$ 51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 Southbound on Ramp	\$ 0.00
032	Right-of-Way Delay DS #100 2 nd Street	\$ 10,000.00
033	Modify DS #101 and 102 West of 9 th Segment 2	\$ 63,758.60
033 -S1	Modify DS #101 and 102 West of 9 th Segment 2 - Additional Funds	\$ 35,000.00
033 - S2	Modify DS #101 and 102 West of 9 th Segment 2 - Additional Funds	\$ 52,501.94
033 - S3	Modify DS #101 and 102 West of 9 th Segment 2 - Additional Funds	\$ 25,000.00
033 - S4	Modify DS #101 and 102 West of 9 th Segment 2 - Additional Funds	\$ 30,000.00
034	Modify DS #19 Segment 2	\$ 60,000.00
034 - S1	Modify DS #17 and #19 Segment 2	\$ 51,453.50
034 - S2	Modify DS #17 and #19 Segment 2 - Additional Funds	\$ 95,000.00
034 - S3	Modify DS #17 and #19 Segment 2 - Additional Funds	\$ 16,007.92
034 - S4	Modify DS #17 and #19 - Time Deferment	\$ 0.00
035	Change incandescent 'Meter On' Sign	\$ 2,547.55
036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 - S1	Southbound I-215 Detour North of 16 th Street - Additional Funds	\$ 50,000.00
042 - S2	Southbound I-215 Detour North of 16 th Street - Additional Funds	\$ 27,000.00
042 - S3	Southbound I-215 Detour North of 16 th Street - Time Deferment	\$ 0.00
043	Revise Retaining Wall 242B, Add 242C	\$ 112,324.75
044	Third Street Train Mural	\$ 4,925.49
045	Right-of-Way Delay for DS #100 at 3 rd Street Power Pole	\$ 4,182.99
047	Baseline Abutment 1 Right-of-Way Delays Due to BNSF Cables	\$ 55,000.00

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047 - S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00
049	Frame Roadside Signs	\$ 3,066.90
049 - S1	Additional Framed Signs	\$ 1,482.69
050	Change the Sta. for Abutment 1 and 7 16 th Street	\$ 0.00
051	TCE at ARCO Station at Baseline and H Street	\$ 0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$ 0.00
053	Service Conduits for SCE Service Connections	\$ 23,218.32
054	Revise Vertical Drop Connection	\$ 0.00
055	Clean Out Storm Drain at 9 th Street	\$ 4,200.00
056	Revise DS #4, 6 and 84	\$ 5,841.20
057	Graffiti Removal	\$ 20,000.00
057 - S1	Graffiti Removal - Additional Funds	\$ 50,000.00
057 - S2	Graffiti Removal - Additional Funds	\$ 25,000.00
057 - S3	Graffiti Removal - Additional Funds	\$ 75,000.00
058	Salvage Vehicle Detection System	\$ 15,000.00
059	Reduce ADL Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00
062	New SWPPP Permit Requirements	\$ 160,665.00
062 - S1	New NPDES Permit - Order No. 2009-0009-DWG	\$ 574,911.32
062 - S2	New NPDES Permit - Order No. 2009-0009-DWG	\$ 55,024.95
062 - S3	New NPDES Permit - Order No. 2009-0009-DWQ - Additional Funds	\$ 113,909.31
062 - S4	New NPDES Permit - Order No. 2009-0009-DWQ - Additional Funds	\$ 332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline Street OC/OH	\$ 15,000.00
064	Right-of-Way Obligations	\$ 25,000.00
064 - S1	Right-of-Way Obligations - Additional Funds	\$ 25,000.00
064 - S2	Right-of-Way Obligations - Additional Funds	\$ 49,000.00
064 - S3	Right-of-Way Obligations - Additional Funds	\$ 86,000.00
064 - S4	Right-of-Way Obligations - Additional Funds	\$ 150,000.00
064 - S5	Right-of-Way Obligations - Additional Funds	\$ 150,000.00
064 - S6	Right-of-Way Obligations - Additional Funds	\$ 90,000.00
064 - S7	Right-of-Way Obligations - Additional Funds	\$ 27,650.95
064 - S8	Right-of-Way Obligations - Additional Funds	\$ 976.41
065	Remove Existing Storm Drain 62A	\$ 6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$ 90,105.80
067	5 th Street Southbound Off-Ramp Acceleration	\$ 50,000.00
068	Modify Drainage Systems	\$ 100,000.00
068 - S1	Modify Drainage Systems - Additional Funds	\$ 90,000.00
068 - S2	Modify Drainage Systems - Additional Funds	\$ 85,000.00
068 - S3	Modify Drainage Systems - Additional Funds	\$ 250,000.00
064 - S4	Modify Drainage Systems - Additional Funds	\$ 120,000.00
068 - S5	Modify Drainage Systems - Additional Funds	\$ 60,000.00
068 - S6	Modify Drainage Systems - Additional Funds	\$ 75,000.00
068 - S7	Modify Drainage Systems - Time Deferment	\$ 0.00
069	Stage Construction 4 th Through 6 th	\$ 95,000.00
069 - S1	Stage Construction 4 th Through 6 th - Additional Funds	\$ 50,000.00
069 - S2	Stage Construction 4 th Through 6 th - Additional Funds	\$ 40,625.22
069 - S3	Stage Construction 4 th Through 6 th - Time Deferment	\$ 0.00

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070	Temporary Paving Under 259	\$ 145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00
072	Move Gore North for 215/259	\$ 40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$ 0.00
074	Move SCE Connection at 5 th Street	\$ 30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$ 11,530.90
076	Delete Shiner on Retaining Walls, Segment 1	\$ 0.00
077	Modify Drainage Systems G1 to G2 Types	\$ 38,334.30
078	Settlement of NOPC No. 1 - Pump House at 6 th Street	\$ 18,890.32
079	Revised Staging Northbound 2 nd Street Off-Ramp - 2 nd Lane Addition	\$ 25,000.00
079 - S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street Bridge	\$ 2,000.00
081	Increase Quantities for Bid Item #202 - Welded Steel Pipe Casing (Bridge)	\$ 39,480.00
083	Revised SCE Connection Points	\$ 5,358.47
083 - S1	Revised SCE Connection Points - Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00
084 - S1	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp - Additional Funds	\$ 75,000.00
084 - S2	Additional Funds for the BAS Rental Property	\$ 1,343.54
085	Revise DS #38 Callouts	\$ 0.00
086	Chain Link Railing Fabric Color Change	\$ 64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$ 25,000.00
088	Remove Contaminated Material at RW136	\$ 50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$ 75,212.00
090	Electrical Change 2 nd and I Street and 9 th and H Street	\$ 9,499.00
091	Southbound Transition Segment 5 into Segment 2	\$ 75,000.00
091 - S1	Southbound Transition Segment 5 into Segment 2 - Additional Funds	\$ 60,000.00
092	Premium Time for Baseline and H Street Intersection	\$ 25,000.00
092 - S1	Additional Funds	\$ 1,306.16
093	Relocate Signal at South East Corner of 2 nd Street and Southbound On-Ramp	\$ 18,350.00
094	Settlement of NOPC No. 3 - Temporary Power Poles (2 nd and 3 rd Street)	\$ 34,345.28
095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 2	\$ 14,732.00
098	Eliminate BI #184 Prepare and Paint Concrete Median Barrier Surfaces	\$ (65,590.00)
099	DS #100 Verizon Utility Conflict	\$ 24,000.00
099 - S1	DS #100 Verizon Utility Conflict - Additional Funds	\$ 86,394.57
100	Expansion Deflection Couplers at Baseline	\$ 2,415.35
101	Remove PCCP at South End of Project	\$ 85,000.00
102	Eliminate Bid Item No. 143 - Anti-Graffiti Coating	\$ (262,800.00)
103	Traffic Signal Modification at 5 th Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 - S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19

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Attachment: MVSS CCO Log (1907 : Construction Contract Change Orders MVSS1505)

107	Sound Wall No. 1 Extension	\$ 144,330.00
107 - S1	Settlement of NOPC NO. 18 - Addition of Sound Wall No. 122	\$ 50,000.00
108	Underdrain at Wall 116W	\$ 40,540.00
109	Move SE-22 Crossing North for 5 th Street Southbound Off-Ramp	\$ 9,438.14
109 - S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$ 15,346.41
110	Column Casing Specification Changes	\$ 0.00
111	Contour Grading at 5 th Street and BNSF Rail Road	\$ 30,000.00
111 - S1	Contour Grading at 5 th Street and BNSF Rail Road - Additional Funds	\$ 20,000.00
111 - S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way	\$ 40,000.00
111 - S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way - Time Deferment	\$ 0.00
112	Install Type 'D' Bike Loops	\$ 16,925.08
113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 - S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound Baseline On and Off-Ramp Isolation Casing Revisions	\$ 18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$ 0.00
116	Intentionally Roughening the Bridge Stems	\$ 0.00
117	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets	\$ 5,000.00
117 - S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets - Additional Funds	\$ 5,000.00
117 - S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets - Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 64,836.00
121	Pull Box Anti-Theft Installation	\$ 40,000.00
121 - S1	Pull Box Anti-Theft Installation - Additional Funds for Caltrans Pull Boxes	\$ 95,000.00
121 - S2	Utility Markers and Installation for Caltrans Pull Boxes - Additional Funds	\$ 10,000.00
121 - S3	Utility Markers and Installation for Caltrans Pull Boxes - Additional Funds	\$ 50,000.00
121 - S4	Utility Markers and Installation for Caltrans Pull Boxes - Additional Funds	\$ 100,000.00
121 - S5	Utility Markers and Installation for Caltrans Pull Boxes - Additional Funds	\$ 22,324.69
121 - S6	Utility Markers and Installation for Caltrans Pull Boxes - Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 - Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 - S1	Temporary Paving for Northbound 2 nd Street Off-Ramp - Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 - S1	Replace Damaged Existing PCCP Slabs - Additional Funds	\$ 40,000.00
127 - S2	Replace Damaged Existing PCCP Slabs - Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 - S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 - S1	Polyester Concrete Overlay at Rialto Avenue Bridge - Additional Funds	\$ 63,250.00

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129 - S2	Polyester Concrete Overlay at Rialto Avenue Bridge - Time Deferment	\$ 0.00
130	Slope Paving at 16 th Street	\$ 17,118.80
130 - S1	Settlement of NOPC No. 29 - Barrier at Trenton	\$ 9,000.00
131	Settlement of NOPC No. 7 - Settlement Embankment	PENDING
132	Settlement of NOPC No. 9 - Importing of K-Rail Compensation Denied	\$ 24,000.00
133	Settlement of NOPC No. 14 - Rejection of Additional Costs Due to Redesign of RW242B	\$ 125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$ 106,387.57
134 - S1	Stage 2B Phase 2 Northbound Transition - Additional Funds	\$ 18,968.36
135	City Work at Baseline Street	\$ 25,000.00
136	Adjustment of Temporary Construction Entrances	\$ 106,000.00
136 - S1	Adjustment of Temporary Construction Entrances - Additional Funds	\$ 77,000.00
136 - S2	Adjustment of Temporary Construction Entrances - Additional Funds	\$ 42,000.00
137	Ramp Metering System Loop Detection Changes	\$ 19,325.87
138	Pillow Wall Removal at Baseline	\$ 18,180.00
139	Drainage Changes as DS #72, Add DS #151 at SR259, Segment 2	\$ 44,353.00
140	Concrete Rubble at RW137 - Settlement of NOPC No. 13	\$ 31,921.00
141	Temporary Bracing for 3 rd Street Over Crossing	\$ 10,000.00
142	Sound Wall No. 126C Barrier Texture	\$ 4,492.00
142 S-1	Add Texture to Concrete Barrier Type 736S at SW126A	\$ 11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$ 68,000.00
144	Settlement of NOPC No. 16-P30 End Anchors and Transition Slabs	\$ 65,247.50
145	Sound Wall No. 126C Alignment Change	\$ 20,000.00
146	Settlement of NOPC No. 10 - Baseline Street	\$ 137,000.00
147	Removal of Underground Storage Tank at RW109E	\$ 30,000.00
148	Northbound Transition Stage 3B on 'P' Line	\$ 89,013.99
148 - S1	Northbound Transition Stage 3B on 'P' Line - Adjustment of Compensation	\$ 2,192.49
149	BI #16 Construction Area Signs	\$ (33,120.00)
150	Roadside Signs	\$ 74,290.00
150 - S1	Roadside Signs - Time Deferred	\$ 0.00
151	Temporary Sign Panel Overlay NB BMS 9 th and Baseline	\$ 13,200.00
152	Removal of Asbestos Pipe - Baseline Street to SB215 On-Ramp	\$ 15,000.00
153	Revisions to Bridge Mounted Signs at 9 th and Baseline Street	\$ 228,957.75
154	Revisions to 'SFR' and 3 rd Street	\$ 24,330.00
154 - S1	Modify Signalization of 'SFR' and 3 rd Street	\$ 5,291.84
155	Replace 'REACT' Crash Cushion with Concrete Barrier at '5SE'	\$ 172,473.82
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$ 9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$ 21,066.00
157 - S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 and 5	\$ 30,000.00
158	Drainage Modifications at '5SE' Line	\$ 99,000.00
158 - S1	"5SE" Gore Modification	\$ 20,000.00
158 - S2	"5SE" Gore Modification - Additional Funds	\$ 30,000.00
158 - S3	"5SE" Gore Modification - Time Deferment	\$ 0.00
158 - S4	"5SE" Gore Modification - Additional Funds	\$ 9,629.13
158 - S5	"5SE" Gore Modification - Additional Funds	\$ 4,599.32
159	Modify DS #8(qq) Inlet	\$ 5,461.40
160	Modify Barrier at Retaining Wall 108E	\$ 20,000.00
161	Irrigation Crossover at Northbound Highland Avenue Off-Ramp	\$ 24,000.00

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

Attachment: MVSS CCO Log (1907 : Construction Contract Change Orders MVSS1505)

161 - S1	Irrigation Crossover at Northbound Highland Avenue Off-Ramp - Additional Funds	\$ 174.27
162	Eliminate Jacking for 2 nd Street UC and 3 rd Street UC for Stage 3B	\$ (10,000.00)
163	City Water Meter Change and Adjustment of Compensation	\$ (145,985.05)
163 - S1	Cost Adjustment to 40mm Water Meters	\$ 7,890.00
163 - S2	Delete Two Water Meters and BPA	\$ (23,072.29)
164	Modify DS #71(a)	\$ 2,775.15
165	Modify DS #103	\$ 13,203.00
166	Settlement of NOPC NO. 17 - Overhead Power Lines	\$ 63,000.00
167	Settlement of NOPC NO. 21 - Pinning of K-Rails	\$ 30,000.00
168	Inefficiencies Due to OH Power Lines at Southbound Baseline On-Ramp	\$ 10,000.00
169	Delete Bid Item 183 - Clean and Paint Structural Steel	\$ (12,000.00)
170	Export Soil with Rubble to 13 th Street and H Street Site	\$ 45,000.00
170 - S1	Export Soil from Old 13 th Street Ramp Off Site	\$ 60,000.00
170 - S2	Additional Funds	\$ 115,965.86
171	Revise 3 rd Street Abutment 2 Footing	\$ 10,118.00
171 - S1	Revise 3 rd Street Abutment 2 Footing - Time Deferment Closure	\$ 0.00
172	Settlement of NOPC No. 23 - Differing Site Conditions at Redlands Loop	\$ 15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$ 11,519.59
173 - S1	Additional Soffit Lighting at 2 nd Street Bridge - Time Deferment	\$ 0.00
174	Settlement of NOPC NO. 22 - Temporary Lighting	\$ 20,000.00
175	Hubbard State Right-of-Way Adjustment	\$ 10,008.00
175 - S1	Concrete Barrier Right of 'P' Line	\$ 75,000.00
175 - S2	Time Deferment - 3 Days	\$ 0.00
175 - S3	Hubbard State Right-of-Way Adjustment - Time Deferment	\$ 0.00
175 - S4	Concrete Barrier Right of 'P' Line - Additional Funds	\$ 2,219.07
176	Delete Type 60G Barrier in Segment 1	\$ (7,000.00)
176 - S1	Delete Type 60G Barrier in Segment 1 - Time Deferment	\$ 0.00
177	Paint Sound Wall Cover Plates After Galvanizing	\$ 2,672.13
177 - S1	Paint Sound Wall Cover Plates After Galvanizing - Time Deferment	\$ 0.00
178	Railing at 'P' Line and 'R' Line	\$ 35,660.00
178 - S1	Railing at 'P' Line and 'R' Line - Additional Funds	\$ 3,483.84
178 - S2	Railing at 'P' Line and 'R' Line - Time Deferment	\$ 0.00
179	Strengthen Concrete Barrier Rail on '3NO' Line	\$ 18,698.00
179 - S1	Strengthen Concrete Barrier Rail on '3NO' Line - Time Deferment	\$ 0.00
180	Drainage Improvements at 3 rd Street and '3SE' Line	\$ 15,000.00
180 - S1	Drainage Improvements at 3 rd Street and '3SE' Line - Additional Funds	\$ 10,000.00
180 - S2	Drainage Improvements at 3 rd Street and '3SE' Line - Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 - S1	New Sign Panels on Existing Sign Structures at 5 th Street OC - Time Deferment	\$ 0.00
182	Additional 60E Median Concrete Barrier	\$ 11,808.00
182 - S1	Additional 60E Median Concrete Barrier - Time Deferment	\$ 0.00
183	Location Change for Sign 'H' Segment 1	\$ 0.00
184	Sound Wall 134 Alignment Change	\$ (16,635.60)
185	Settlement of NOPC No. 12 - Track Monitoring at RW137	\$ 91,041.00
186	Payment for Barrier Mounted Signs	\$ 149,903.59
186 - S1	Payment for Barrier Mounted Signs - Time Deferment	\$ 0.00
187	Adjust Overhead Sign 'Q' at Baseline	\$ 45,000.00

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187 - S1	Adjust Overhead Sign 'Q' at Baseline - Time Deferment	\$ 0.00
188	Block Out Around MBGR Posts Per New Standard	\$ 30,000.00
188 - S1	Block Out Around MBGR Posts Per New Standard - Additional Funds	\$ 70,000.00
188 - S2	Block Out Around MBGR Posts Per New Standard - Time Deferment	\$ 0.00
189	SR259 Median Removal and Tie-In	\$ 45,000.00
189 - S1	SR259 Median Removal and Tie-In - Additional Funds	\$ 14,333.28
189 - S2	SR259 Median Removal and Tie-In - Time Deferment	\$ 0.00
189 - S3	SR259 Median Removal and Tie-In - Additional Funds	\$ 10,293.26
190	Decrease Bid Item No. 110 - Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 - S1	Seal Joints in Existing Concrete Pavement - Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71
192 - S1	Additional Drainage Swale Along BNSF Right-of-Way - Time Deferment	\$ 0.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 - S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 - S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 - Time Deferment	\$ 0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$ 15,000.00
195 - S1	Add Drainage Inlet Type G-2 at Sta. 133+45 - Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 - S1	Spandrel, Curb and Gutter North Side of 9 th and J Street - Time Deferment	\$ 0.00
196 - S2	Spandrel, Curb and Gutter North Side of 9 th and J Street - Additional Funds	\$ 6,158.27
197	ADA Requirements for Curb Ramps	\$ 30,000.00
197 - S1	ADA Requirements for Curb Ramps - Time Deferment	\$ 0.00
198	Delete Slope Paving at 16 th Street Bridge, Abut 7	\$ (26,152.50)
199	SR259 Cross Sections	\$ 75,000.00
199 - S1	SR259 Cross Sections - Time Deferment, 114 Days	\$ 0.00
199 - S2	Additional Funds	\$ 56,141.50
200	Adjust Bid Item No. 49 - Adjust Water Values to Grade	\$ (3,850.11)
201	Adjust Final Pay Items Nos. 137 and 216	\$ 20,506.90
202	Adjust Bid Item No. 53 - Remove Concrete Barrie (Type K)	\$ 267.75
202 - S1	Additional Funds	\$ 401.46
203	Adjust Bid Item No. 9 - Temporary Concrete Washout	\$ 12,815.50
204	Adjust Bid Item No. 50 - Adjust Sewer Manhole	\$ 3,205.03
205	Adjust Bid Item No. 246 - Concrete Barrier (Type 60E)	\$ 32,011.20
206	HMA QC/QA Incentive Adjustment	\$ 135,114.79
207	Increase Bid Item No. 8 - Temporary Gravel Bag Berm	\$ 34,065.60
208	Adjust Bid Item No. 46 - Remove Base and Surfacing	\$ (85,031.34)
209	Increase Bid Item No. 2 - Temporary Fence	\$ 8,403.75
210	Increase Bid Item No. 27 - Remove Chain Link Fence	\$ 33,914.64
211	Decrease Bid Item Nos. 28, 191 and 252(F)	\$ (9,097.00)
212	Mulch Remedy	\$ 10,000.00
212 - S1	Mulch Remedy - Time Deferment, 4 Days	\$ 0.00
213	Increase Bid Item No. 254 and 255	\$ 119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$ 10,400.00
215	Adjust Bid Item No. 99 - Aggregate Base (Approach Slab)	\$ 4,701.38
216	Adjust Bid Item No. 109 - Seal Longitudinal Isolation Joint	\$ (48.91)
217	Adjust Bid Item No. 19 - Type III Barricade	\$ (466.40)

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217 – S1		\$ 466.40
218	Adjust Bid Item No. 182 - Install Sign (Strap and Saddle Bracket Meth.)	\$ (80,296.64)
219	Adjust Bid Item No. 52 - Remove Concrete (Sidewalk and Cross Gutter)	\$ 19,220.68
223	NOPC No. 19 Settlement	\$ 175,000.00
CCO TOTAL		\$ 17,421,489.27
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 18,871,980.00

I-15 Baseline Interchange - Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$ 50,000.00
1 S-1	Provide for Contractors Signature	\$ 0.00
2	Partnering	\$ 22,000.00
3	Dispute Review Board	\$ 15,000.00
4	Maintain and Repair Existing/Temporary Electrical	\$ 10,000.00
4 S-1	Provide for Contractors Signature	\$ 0.00
7	Storm Water Pollution Prevention – Cost Sharing	\$ 50,000.00
8	Existing Landscaping & Irrigation Changes	\$ 10,000.00
10	Shotcrete Strength Change	\$ 0.00
13	Apprentice Training	\$ 16,800.00
14	Buried Man-made Objects	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
CCO TOTAL		\$ 188,800.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

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Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: May 14, 2015

Subject:

Grade Separation Program Update

Recommendation:

Receive a presentation on the Grade Separation Program.

Background:

Significant work has been done through the design and construction of a number of grade separation projects throughout the County over the last few years. This work has been done through the Measure I Grade Separation program in conjunction with the Traffic Congestion Relief Program (TCRP) and the Trade Corridors Improvement Fund (TCIF) programs.

Staff would like to provide an overview of the program and highlight the work which has been done to improve safety, reduce traffic delays, and improve air quality and goods movement throughout the County.

Financial Impact:

No financial impact, information only.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors Metro Valley Study Session
 Date: May 14, 2015

Witnessed By:

Entity: CTA

Minute Action

AGENDA ITEM: 4

Date: May 14, 2015

Subject:

I-10 Truck Climbing Lane Extension Project - Cooperative Agreements for the Project Initiation Document (PID) Phase

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:

A. Approve Cooperative Agreement No. 15-1001058 with the California Department of Transportation (Caltrans) for a payable amount of \$350,000.00 for engineering and environmental services for the Project Initiation Document (PID) phase.

B. Approve Cooperative Agreement No. 15-1001059 with the Riverside County Transportation Commission (RCTC) for a receivable amount of \$137,200.00 for RCTC's share of the PID phase cost.

Background:

The Interstate 10 (I-10) Eastbound Truck Climbing Lane project is a new project and is identified in the SANBAG Measure I 10-Year Delivery Plan under the San Bernardino Valley Freeway Program. The project would improve traffic operations and enhance safety along the eastbound direction of I-10 by separating general traffic from slow moving trucks and other large vehicles that are climbing the grade. The scope of the project proposes to continue the existing eastbound truck lane along I-10 which currently ends just west of the Live Oak Canyon Road in the City of Yucaipa. The terminus of the truck lane should ideally be along an area without a grade. Based on a review of the topography of the area, the terminus of the truck climbing lane is currently proposed in a segment of I-10 that flattens out, just west of Singleton Road in the City of Calimesa in Riverside County. Staff from RCTC agrees that this project would have a benefit to both San Bernardino and Riverside Counties as the truck climbing lane will accommodate inter-county traffic and regional goods movement. As such, RCTC has agreed to share costs on the proposed project. Staff is proposing to base the funding share for SANBAG and RCTC on the estimated capital construction cost within each county. Per a preliminary design concept and cost estimate, the project share for SANBAG is 60.8% and RCTC is 39.2%.

According to State requirements, to initiate the project delivery process with Caltrans, preparation of a PID, such as a Project Study Report (PSR), is first required. The PSR would identify the purpose and need of the project, the scope of the improvements, estimated costs and schedule for subsequent project delivery phases, and estimated capital costs for right-of-way and construction. From several discussions between SANBAG and RCTC staff, it was agreed to expedite delivery and make this project construction-ready in order to be a viable candidate

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

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project for potential future funding sources, such as goods movement programs, when they become available. The advancement of this project is consistent with the 10-Year Delivery Plan.

Staff considered various scenarios for the preparation of the PSR, including circulating a Request for Proposals (RFP) and procuring a consultant firm to execute the work, preparing the PSR in-house with on-call design and environmental resources, or having Caltrans perform this phase of the work. Caltrans is requiring reimbursement for oversight costs during the PID phase, which was estimated at \$98,000 for this project. If Caltrans were to perform the work, this fee is waived. In addition, Caltrans confirmed that, should the Board approve the cooperative agreement, work can begin in July 2015 and would be completed within a year. The SANBAG procurement process would add about five months to the schedule. Caltrans submitted a workplan and a cost proposal for consideration at a cost of \$350,000 for the PID phase. Staff has prepared an independent cost estimate which validated the proposed cost to be reasonable.

In consideration of the cost savings by Caltrans performing the work and the ability to start the work in July 2015, Staff is recommending that the Board approve Cooperative Agreement No. 15-1001058 with Caltrans for engineering and environmental services to prepare the PSR. Based on discussions with Caltrans management, we have obtained the following understanding should the Board approve Cooperative Agreement No. 15-1001058.

- Caltrans has the resources to perform the work and will complete the work within budget and within a 12 month period.
- SANBAG Staff will actively participate in the development of the project.
- SANBAG Staff will monitor Caltrans expenditures on a monthly basis

RCTC staff agrees that Caltrans preparing the PSR is the most cost effective option for the PID phase and will also concurrently seek approval through their Commissioners.

Staff is also recommending that the Board approve Cooperative Agreement No. 15-100159 with RCTC to define roles and responsibilities and cost sharing for the PID phase of the project. Under the cooperative agreement, SANBAG will be the lead agency to oversight the preparation of the PSR with cooperation by RCTC. Cooperative agreements for the subsequent project development phases with Caltrans and RCTC will be brought to the SANBAG Board for review and approval.

Financial Impact:

This item is consistent with the 2014/2015 Fiscal Year Budget and the proposed 2015/2016 Fiscal Year Budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001058 Amendment No.: 0 Vendor No.: 00450
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: Cooperative Agreement for Project Study Report - Project Development Support
 Start Date: 06/03/2015 Expiration Date: 06/01/2018 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001059

Dollar Amount			
Original Contract	\$ 350,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 350,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 350,000.00

Contract Authorization

Executive Director Date: N/A
 Executive Director Action: _____
 Board of Directors Date: 06/06/2015
 Board of Directors Action: Approve Cooperative Agreement 15-1001058

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

E-76 and/or CTC Date 99/99/9999 (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: 99/99/9999 EA No.: _____

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

Additional Information

Project Manager: Paul Melocoton

Attachment: CSS 15-1001058 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

**FOR REVIEW/DO NOT SIGN
 COOPERATIVE AGREEMENT
 Project Study Report – Project Development Support (PSR-PDS)**

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

San Bernardino Associated Governments, a public agency, acting in its capacity as San Bernardino County Transportation Authority, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. SANBAG desires that a project initiation document (PID) be developed for the Interstate 10 Eastbound Truck Climbing Lane extension past the Riverside County Line, within the SHS, referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. SANBAG requests CALTRANS to develop the PID and SANBAG is willing to fund one hundred percent (100%) of the costs and fees of the PID and the costs to reimburse CALTRANS. CALTRANS will develop, review and approve the PID as reimbursed work.
5. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

6. CALTRANS will prepare a PID for PROJECT at SANBAG's sole cost and expense and at no cost to CALTRANS
7. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement by reference. SANBAG will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

8. CALTRANS has no obligation to perform work if funds to perform work are withheld or unavailable.

INVOICE AND PAYMENT

9. SANBAG agrees to pay CALTRANS an estimated \$350,000 for actual cost of the work described herein. If there is an unexpected increase in the actual cost of work, CALTRANS will be compensated for the additional costs.
10. CALTRANS will draw from any CALTRANS administered state and/or federal funds that SANBAG has committed to CALTRANS for this PROJECT.
11. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
12. CALTRANS will invoice SANBAG for a \$35,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
13. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.
14. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
15. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SANBAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
16. If SANBAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
17. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
18. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

GENERAL CONDITIONS

19. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local

government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

20. If HM-1 or HM-2 is found within the PROJECT limits, CALTRANS will notify SANBAG.
21. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
22. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
23. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
24. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. CALTRANS will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
25. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
26. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
27. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with

any work, authority, or jurisdiction conferred upon SANBAG under this Agreement. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this Agreement.

28. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
29. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

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

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

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

PARTNER – Any individual signatory party to this Agreement.

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

SCOPE SUMMARY – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Matthew Maestas, Pre-Programming/Engineering Studies Office Chief
464 West 4th Street, 6th Floor, MS 723
San Bernardino, CA 92401-1400
Office Phone: (909) 383-4825
Email: mattgew.maestas@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Paul Melocoton, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Office Phone: (909) 884-8276
Email: pmelocoton@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, Acting as the San
Bernardino County Transportation Authority
FOR REVIEW/DO NOT SIGN

By: _____
John Bulinski
Interim District Director

By: _____
L. Dennis Michael
Board President

Certified as to funds:

Approved as to form:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
General Counsel

Concurrence:

By: _____
Jeffery Hill
Procurement Manager

Attachment: 15-1001058 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

SCOPE SUMMARY

WORK ELEMENT	CALTRANS	SANBAG	N/A
0.100.05.05.xx - Quality Management Plan	X		
0.100.05.05.xx - Risk Management Plan	X		
0.100.05.05.xx - Communication Plan	X		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X		
1.150.05.05 - Review of Existing Reports Studies and Mapping	X		
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review	X		
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search	X		
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification	X		
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling	X		
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID	X		
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition	X		
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input	X		
1.150.15.05 - Right of Way Data Sheets	X		
1.150.15.10 - Utility Relocation Requirements Assessment	X		
1.150.15.15 - Railroad Involvement Determination	X		
1.150.15.25 - Preliminary Materials Report	X		
1.150.15.35 - Multimodal Review	X		
1.150.15.40 - Hydraulic Review	X		

WORK ELEMENT	CALTRANS	SANBAG	N/A
1.150.15.50 - Traffic Studies	X		
1.150.15.55 - Construction Estimates	X		
1.150.20.05 - Initial Noise Study	X		
1.150.20.10 - Hazardous Waste Initial Site Assessment	X		
1.150.20.15 - Scenic Resource and Landscape Architecture Review	X		
1.150.20.30 - Initial Records and Literature Search for Cultural Resources	X		
1.150.20.50 - Initial Water Quality Studies	X		
1.150.20.60 - Preliminary Environmental Analysis Report Preparation	X		
1.150.20.65 - Initial Paleontology Study	X		
1.150.25.05 - Draft PID	X		
1.150.25.20 - PID Circulation, Review, and Approval	X		
1.150.25.25 - Storm Water Data Report	X		
1.150.35 - Required Permits During PID Development	X		
1.150.40 - Permit Identification During PID Development	X		
1.150.45 - Base Maps and Plan Sheets for PID	X		

Contract Summary Sheet

General Contract Information

Contract No: 15-1001059 Amendment No.: 0 Vendor No.: 1768
Vendor/Customer Name: Riverside County Transportation Commission Sole Source? [x] Yes [] No
Description: Cooperative Agreement for I-10 EB TCL PID Phase
Start Date: 06/03/2015 Expiration Date: 06/01/2018 Revised Expiration Date: N/A
Has Contract Term Been Amended? [x] No [] Yes - Please Explain
List Any Related Contracts Nos.: 15-1001058

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

Contract Authorization

[] Executive Director Date: N/A
Executive Director Action:
[x] Board of Directors Date: 06/06/2015
Board of Directors Action: Approve Cooperative Agreement No. 15-1001059

Contract Management: Payable/Miscellaneous

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

[x] Contract Management: Receivable

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

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

Additional Information

Project Manager: Paul Melocoton

Attachment: CSS 15-1001059 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

COOPERATIVE AGREEMENT (15-1001059)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FOR THE
PROJECT INITIATION DOCUMENT PHASE (PID)
OF THE
I-10 EASTBOUND TRUCK CLIMBING LANE PROJECT

This Agreement is by and between San Bernardino County Transportation Authority, hereinafter referred to as “AUTHORITY” and the Riverside County Transportation Commission, hereinafter referred to as “COMMISSION”. AUTHORITY and COMMISSION are collectively hereinafter referred to as “PARTIES”.

WITNESSETH

WHEREAS, the PARTIES desire to proceed with project development and construction of the Interstate 10 (I-10) Eastbound Truck Climbing Lane Project starting just west of Live Oak Canyon Road in Yucaipa, San Bernardino County, to just west of Singleton Road in Calimesa, Riverside County, hereinafter referred to as the “PROJECT”; and

WHEREAS, the scope of the PROJECT is to add a 12-foot wide truck climbing lane along the eastbound direction of I-10, as depicted in Figure 1; and

WHEREAS, the PROJECT is located in San Bernardino County and partially within Riverside County and will be of mutual benefit to the AUTHORITY and COMMISSION; and

WHEREAS, the PARTIES desire to set forth responsibilities and obligations of AUTHORITY and COMMISSION during the Project Initiation Document phase, hereinafter referred to as “PID phase”, for the PROJECT; and

NOW THEREFORE, AUTHORITY and COMMISSION agree to the following:

SECTION I Administration

- a) The scope of this Agreement strictly applies to the work necessary for the PID phase of the PROJECT. Any work beyond what is necessary for the PID phase shall be part of an independent, separate agreement(s) between the PARTIES.

- b) The PARTIES mutually agree that AUTHORITY shall be the lead agency on the PROJECT for the PID phase.
- c) The PARTIES agree it would be to the benefit of the Parties to enter into negotiations with the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “STATE,” to provide professional services for the PID phase.
- d) AUTHORITY shall enter into a Cooperative Agreement with STATE for the PID phase of the PROJECT. AUTHORITY shall comply with all requirements set forth in the Cooperative Agreement to be entered into with STATE.
- e) AUTHORITY shall be the responsible agency for procuring professional services from STATE for the PID phase.
- f) COMMISSION shall designate a Project Manager to represent COMMISSION, and AUTHORITY shall designate a Project Manager to represent AUTHORITY through whom all communications between the two agencies regarding the PROJECT PID shall be channeled.
- g) AUTHORITY shall coordinate and conduct project development team meetings on a monthly basis to provide the COMMISSION with updates that includes schedule updates, cost updates, scope updates, status of action items, and status of issues/concerns.
- h) COMMISSION agrees its Project Manager shall be responsible for preparing COMMISSION staff reports for COMMISSION Board consideration.
- i) AUTHORITY shall provide all PROJECT submittals to the COMMISSION at appropriate stages of PROJECT development for review and comment.
- j) COMMISSION’s Project Manager shall be responsible for distributing PROJECT submittals for review and comment by the COMMISSION.
- k) COMMISSION’s Project Manager shall transmit all review comments to AUTHORITY within ten (10) working days after the submittal is received by the COMMISSION. If comments are not provided by the tenth (10th) working day, AUTHORITY will deem the relevant submittals reviewed and approved by COMMISSION and shall notify the COMMISSION of its intention to move forward with PROJECT as pertains to the relevant submittal(s) only. The COMMISSION agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring COMMISSION review and comment.

SECTION II Financial Responsibilities

- a) The total cost of the PID phase is estimated at \$350,000. The total cost of the PID phase, hereinafter referred to as “PROJECT costs”, shall include actual costs for professional services from STATE to complete PID phase.
- b) PROJECT costs shall be borne 60.8% by AUTHORITY, estimated at \$212,800, and 39.2% by COMMISSION, estimated at \$137,200, regardless of what the ultimate project cost within each county may be.
- c) The PROJECT cost provided herein is an “estimate” to be used for budgetary and planning purposes and it is agreed that there is a potential for cost increases or decreases. Should PROJECT costs exceed the estimate provided herein, PARTIES agree to amend this Agreement in good faith through each agency’s respective governing body.
- d) AUTHORITY and COMMISSION shall be responsible for their own administrative and management costs including, but not limited to, costs attributed to the preparation of invoices, billings and payments.
- e) AUTHORITY and COMMISSION agree to independently develop their funding plan for their share of PROJECT costs, execute funding agreements, and secure funds.
- f) AUTHORITY shall bill the COMMISSION on a regular basis for reimbursement of PROJECT costs. The bill to the COMMISSION shall contain copies of invoices paid by AUTHORITY and the invoices shall contain supporting documentation for expenditures associated with labor, other direct costs, and sub consultant costs.
- g) COMMISSION agrees to pay all approved charges of AUTHORITY’s invoice within 45 days of receipt of invoice.

SECTION III PID Phase

- a) AUTHORITY’s agreement with Caltrans shall have Caltrans prepare PROJECT related deliverables in accordance with the Caltrans Highway Design Manual (HDM) and Caltrans Project Development Procedures Manual (PDPM). PID deliverables shall be submitted to the COMMISSION for COMMISSION’s review and concurrence at appropriate stages of development.
- b) COMMISSION shall cooperate with AUTHORITY to complete the PID phase of this PROJECT.

SECTION IV Miscellaneous

- a) Notices – Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address.
- i) Riverside County Transportation Commission
- Mailing Address
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Marlin Feenstra, Director of Project Delivery
- Physical Address
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Marlin Feenstra, Director of Project Delivery
- ii) San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Garry Cohoe, Director of Project Delivery
- b) Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c) Assignment – 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.
- d) Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- e) Waiver – 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.
- f) Attorneys Fees – If any legal action is instituted to enforce or declare any Party’s rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys’ fees. This paragraph shall not apply to those costs and attorneys’ fees directly

arising from any third party legal action against a Party hereto and payable under the indemnification provisions of this Agreement.

- g) COMMISSION or any officer, agent, or employee thereof is not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless COMMISSION and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- h) AUTHORITY or any officer, agent, or employee thereof is not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction conferred upon COMMISSION and arising under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under this Agreement or occurring by reason of anything done or omitted to be done by COMMISSION under this Agreement.
- i) In the event AUTHORITY and the COMMISSION are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the AUTHORITY and/or the COMMISSION shall indemnify the other to the extent of its comparative fault.
- j) Termination
 - i) Termination for Cause
 - (1) Any Party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other Party. The Party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, this Agreement may be terminated as to that Party deemed to be in breach of this Agreement.
 - ii) Termination for Convenience
 - (1) In the event either Party terminates the agreement for convenience, the Party terminating the agreement for convenience shall furnish a thirty (30) day written notice to the other Party.
 - iii) Termination Costs
 - (1) If COMMISSION terminates this Agreement, COMMISSION shall pay to AUTHORITY all approved costs incurred by AUTHORITY, including without limitation AUTHORITY's share paid to date, and costs to be incurred as a result of terminating the agreement. If AUTHORITY terminates this Agreement,

AUTHORITY shall pay to COMMISSION all costs incurred by COMMISSION, including costs to be incurred as a result of terminating the agreement. Notwithstanding the foregoing, if this agreement is terminated for cause, the non-breaching party shall not be liable for any costs incurred as a result of such termination.

- k) Figure 1 depicting the PROJECT area is attached to and made a part of this Agreement. In the event of any conflict between the Agreement and Figure 1, the Agreement shall take precedence over Figure 1.
- l) Any significant change in the PROJECT scope or cost must be agreed to by both PARTIES in writing.
- m) This Agreement shall terminate upon completion of PROJECT PID phase obligations of AUTHORITY and the delivery of required PROJECT documents to the COMMISSION, or on December 29, 2018, 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 PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- n) 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.
- o) The date that this Agreement is executed by AUTHORITY shall be the Effective Date of the Contract.

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

Attachment: 15-1001059 [Revision 1] (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be entered into as of the date set forth above.

“COMMISSION”
Riverside County Transportation
Commission

“AUTHORITY”
San Bernardino County Transportation
Authority

By: _____
Anne Mayer
Executive Director
RCTC

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

Approved As To Form:

Approved As To Form:

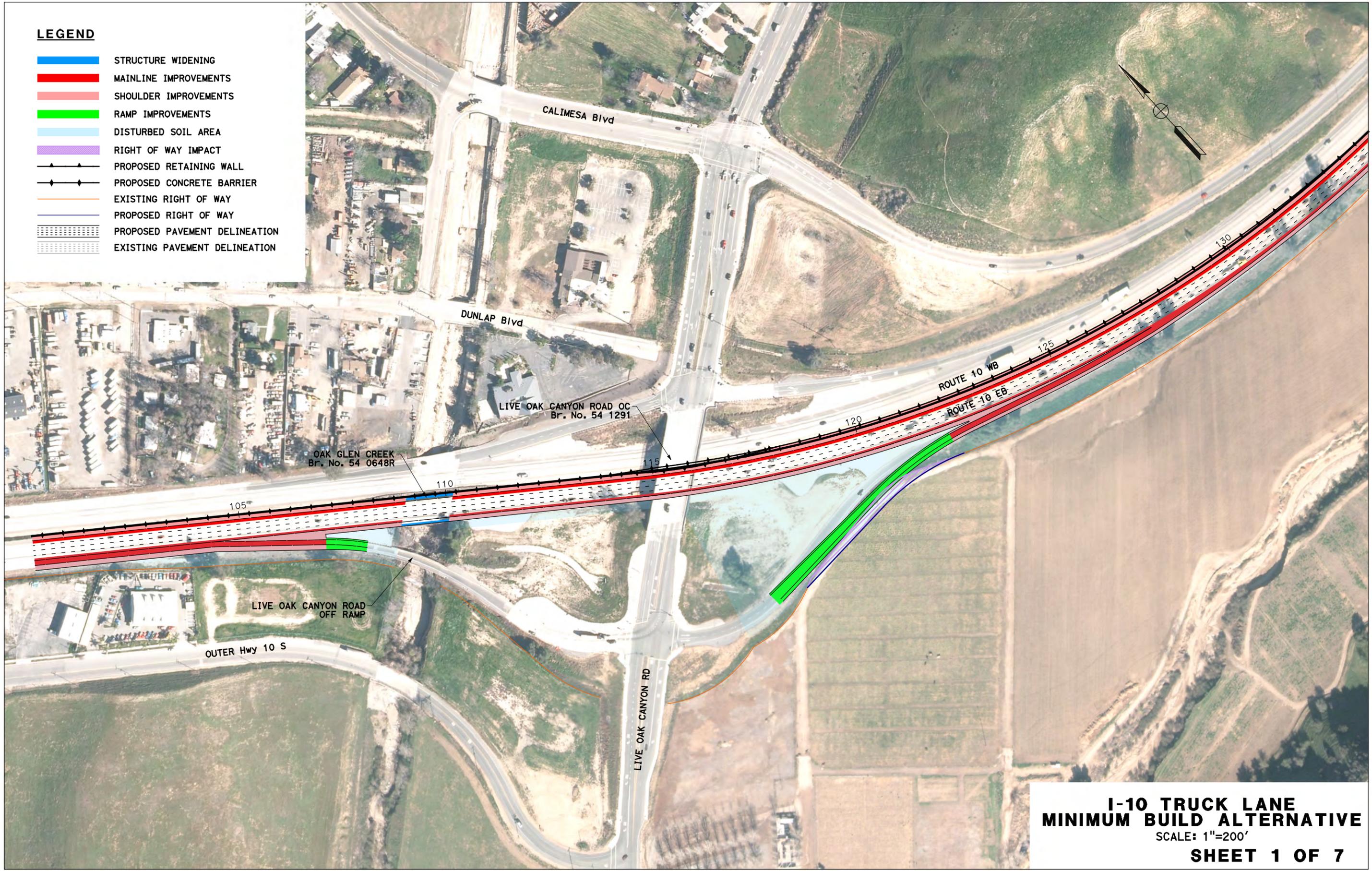
By: _____
General Counsel

By: _____
Eileen Monaghan Teichert
General Counsel

Attachment: 15-1001059 [Revision 1] (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
- RIGHT OF WAY IMPACT
- PROPOSED RETAINING WALL
- PROPOSED CONCRETE BARRIER
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION



MATCH LINE SEE SHEET 2

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 1 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

MATCH LINE SEE SHEET 3

LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
- RIGHT OF WAY IMPACT
- PROPOSED RETAINING WALL
- PROPOSED CONCRETE BARRIER
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION



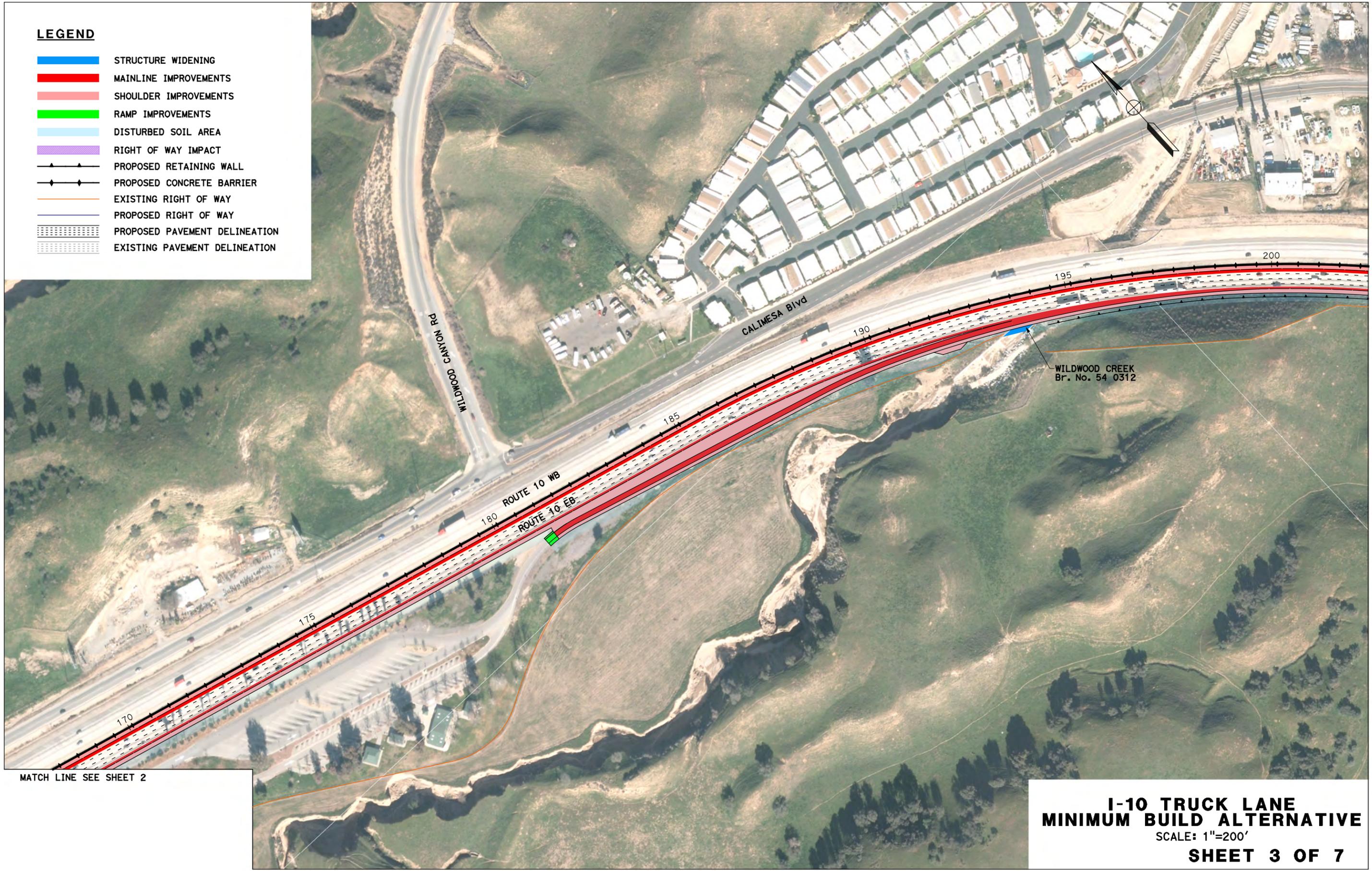
MATCH LINE SEE SHEET 1

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 2 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
- RIGHT OF WAY IMPACT
- PROPOSED RETAINING WALL
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- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
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- EXISTING PAVEMENT DELINEATION



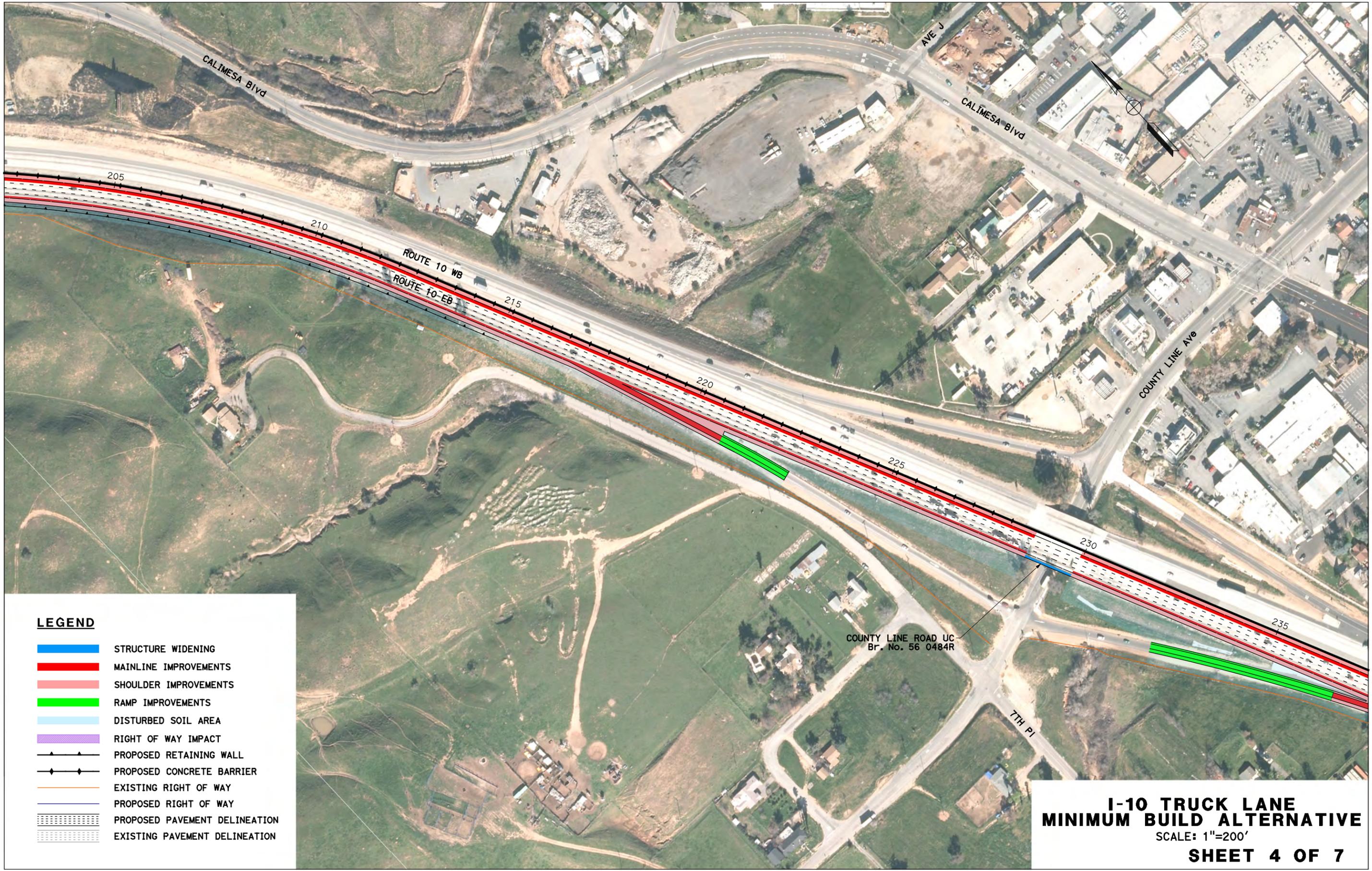
MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 4

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 3 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

MATCH LINE SEE SHEET 3



MATCH LINE SEE SHEET 5

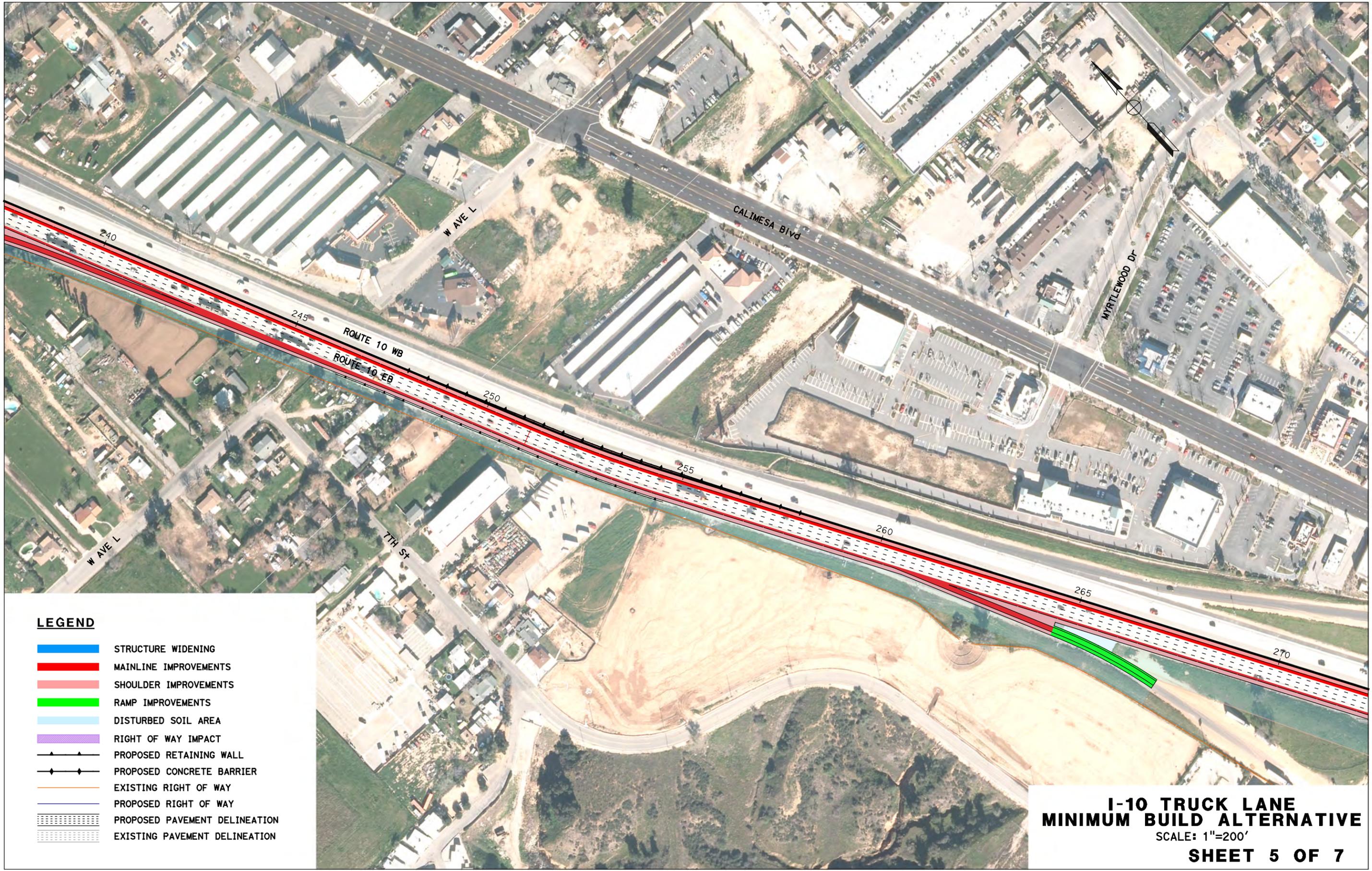
LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
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- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 4 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

MATCH LINE SEE SHEET 4

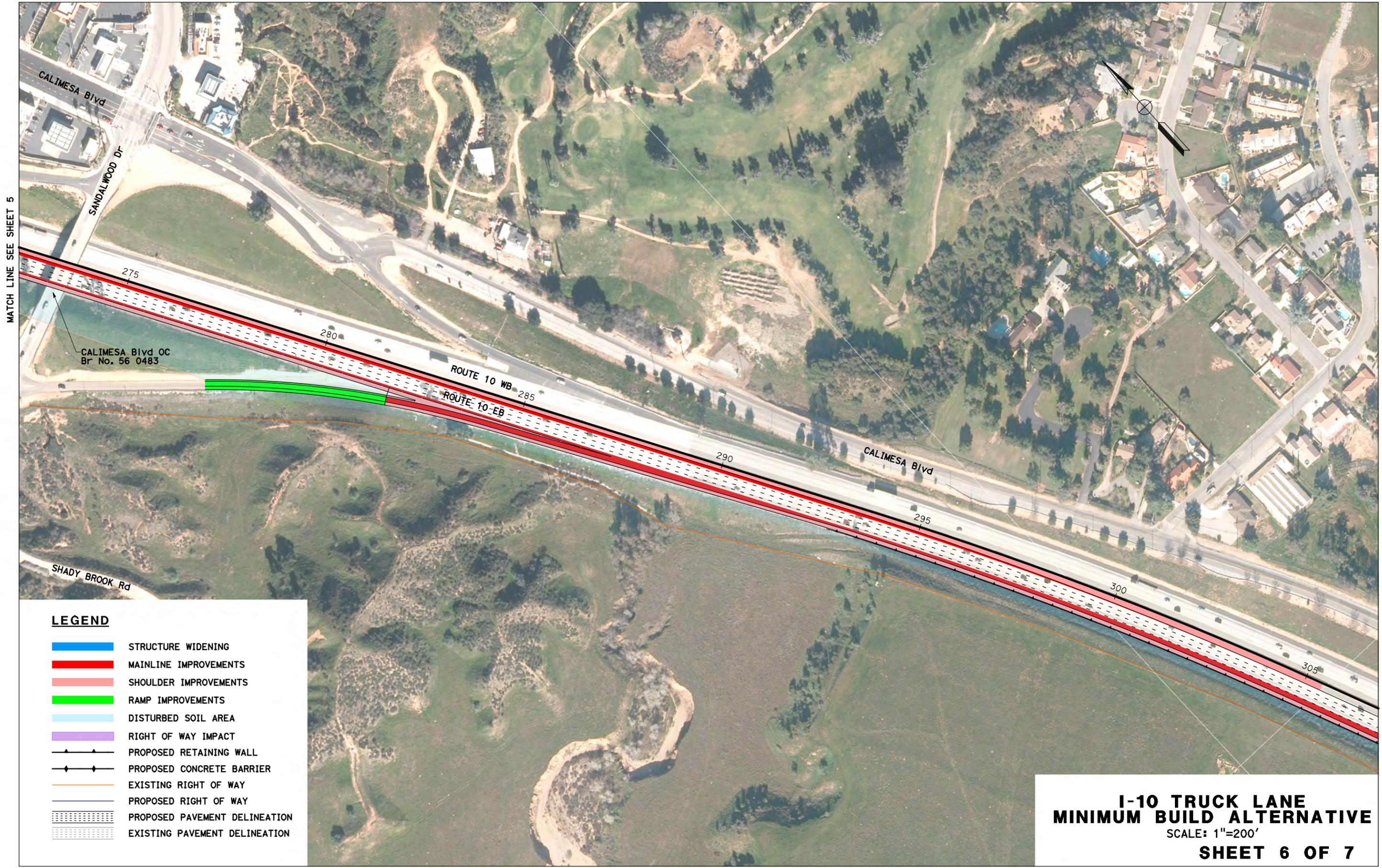


MATCH LINE SEE SHEET 6

LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
- RIGHT OF WAY IMPACT
- PROPOSED RETAINING WALL
- PROPOSED CONCRETE BARRIER
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 5 OF 7



MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 7

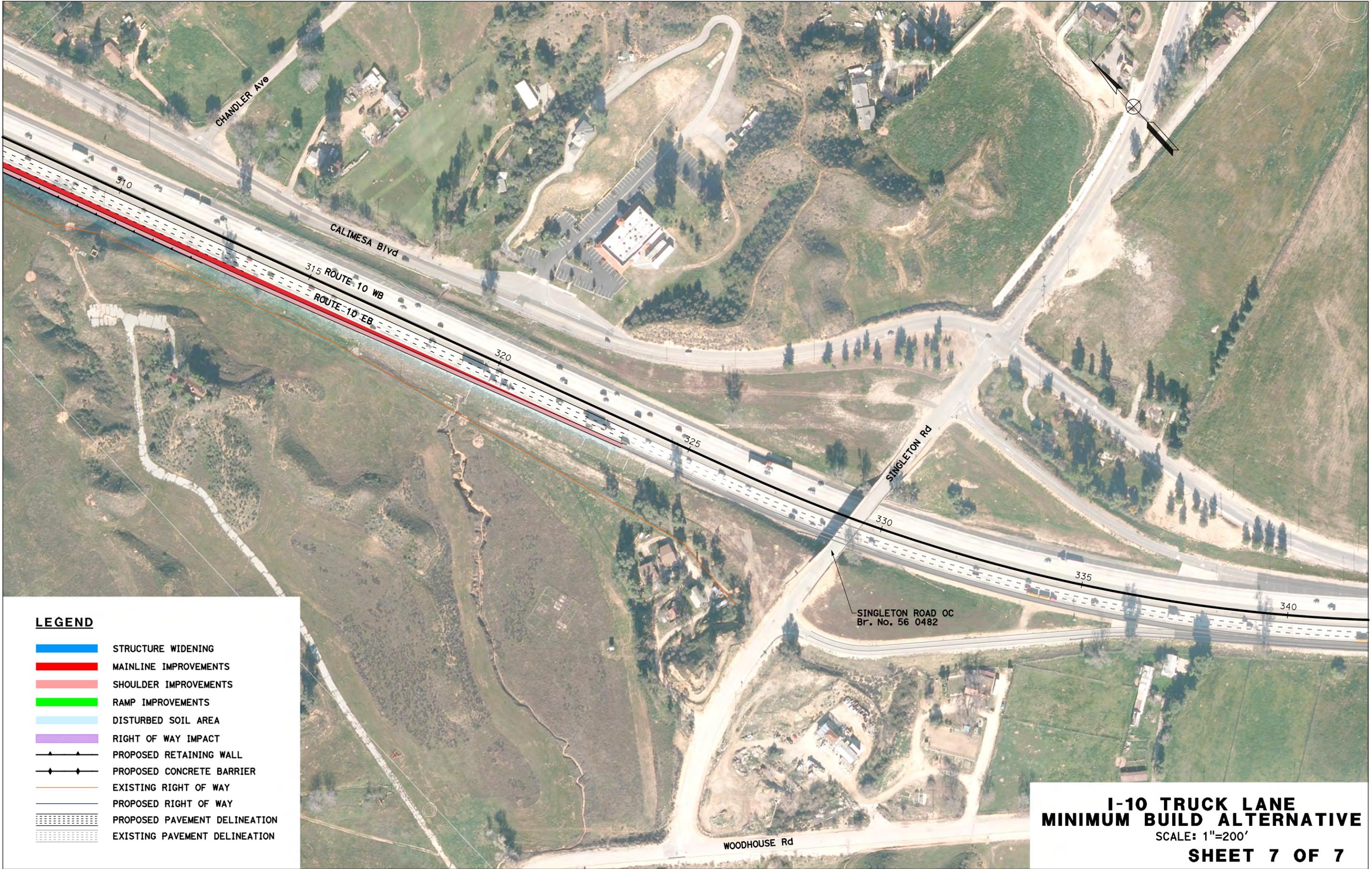
LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
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- PROPOSED CONCRETE BARRIER
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 6 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

MATCH LINE SEE SHEET 6



LEGEND

- STRUCTURE WIDENING
- MAINLINE IMPROVEMENTS
- SHOULDER IMPROVEMENTS
- RAMP IMPROVEMENTS
- DISTURBED SOIL AREA
- RIGHT OF WAY IMPACT
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- PROPOSED CONCRETE BARRIER
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PAVEMENT DELINEATION
- EXISTING PAVEMENT DELINEATION

**I-10 TRUCK LANE
MINIMUM BUILD ALTERNATIVE**
SCALE: 1"=200'
SHEET 7 OF 7

Attachment: 15-1001059 Figure 1 (1687 : I-10 Truck Climbing Lane Extension - Approve Cooperative Agreements)

Minute Action

AGENDA ITEM: 5

Date: May 14, 2015

Subject:

Construction Management Contracts Insurance Requirements

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:

A. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14154 with Arcadis-US for Construction Management Services for the SR-210/Pepper Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

B. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C13033 with Arcadis-US for Construction Management Services for the I-15/Baseline Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

C. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14155 with Vali Cooper & Associates, Inc. for Construction Management Services for the I-10/Pepper Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

D. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C13130 with Simon Wong Engineering Inc. for Construction Management Services for the I-10/Tippecanoe Avenue Interchange project, if agreed to by the consultant, that amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

E. Authorize the Executive Director to approve Amendment No. 1 to Contract No. C14129 with Vali Cooper & Associates, Inc. for Construction Management Services for the I 215 Segment 1,2,3, and 5 Landscape Construction and Establish Existing Planting projects, if agreed to by the consultant, that amends the professional liability insurance to \$1 million per claim and \$3 million in the aggregate for all claims arising from professional service provided under this contract.

Background:

SANBAG requires our Architect and Engineer consultants to carry Professional Liability insurance, also known as Error and Emissions insurance. The contract specifies an amount per claim and an aggregate amount for all claims. The contract also states that, "Coverage shall be

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

Page 2

solely dedicated to claims arising from professional services provided under this contract.” In other words, a separate insurance policy for the SANBAG contract must be obtained. Requiring a separate insurance policy is not industry standard and is expensive. The industry standard is for the consultant to provide the required insurance through a policy that covers all their contracts. Since these contracts are cost plus fixed fee, the cost would be passed along to SANBAG.

To address this issue, SANBAG’s recently hired risk management consultant was consulted. After much discussion, and the consultant reviewing the requirements of other transportation agencies, it is recommended that the Professional Liability insurance requirement be amended to the following, if the consultant agrees. The requirement for a separate insurance policy for the SANBAG project is removed by the proposed amendment.

Recommendation A: Contract No. C14154 with Arcadis-US for Construction Management Services for the SR-210/Pepper Avenue Interchange project - Amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

The requirements for this project are higher than the industry standards because Arcadis is providing construction management services for two major interchange projects and they offered this amount of insurance.

Recommendation B: Contract No. C13033 with Arcadis-US for Construction Management Services for the I-15/Baseline Interchange project - Amends the professional liability insurance to \$3 million per claim and \$10 million in the aggregate for all claims arising from professional service provided under this contract.

The requirements for this project are higher than the industry standards because Arcadis is providing construction management services for two major interchange projects and they offered this amount of insurance.

Recommendation C: Contract No. C14155 with Vali Cooper & Associates, Inc. for Construction Management Services for the I-10/Pepper Avenue Interchange project - Amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

The requirements for this project are in line for industry standard for an interchange project.

Recommendation D: Contract No. C13130 with Simon Wong Engineering for Construction Management Services for the I-10/Tippecanoe Avenue Interchange project - Amends the professional liability insurance to \$2 million per claim and \$5 million in the aggregate for all claims arising from professional service provided under this contract.

The requirements for this project are in line for industry standard for an interchange project.

Recommendation E: Contract No. C14129 with Vali Cooper & Associates, Inc. for Construction Management Services for the I-215 Segment 1, 2, 3 and 5 Landscape Construction and Extended Plant Maintenance projects - Amends the professional liability insurance to \$1 million per claim

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

Page 3

and \$3 million in the aggregate for all claims arising from professional service provided under this contract.

The requirements for this project are in line for industry standard for a landscape project.

In addition to the above contracts, the negotiated, but not approved contract with Simon Wong Engineering Inc. contract (Contract No. C14181) for Construction Management Services for the I-10 Citrus, Cherry and Tippecanoe Interchange Landscape Maintenance projects has the requirement for project specific professional liability insurance. This contract is a separate item on this agenda for your consideration. If the Committee recommends approval, it is proposed to revise the professional liability insurance language in the contract to \$1 million per claim and \$3 million in the aggregate for all claims arising from professional service provided under this contract prior to the Board considering the item. The requirements for this project are in line for industry standard for a landscape project.

Due to time constraints we are requesting the Board approve the proposed amendments and give the Executive Director the authority to execute the amendment. Since the subject contracts are signed, prior to the execution of the amendment, the consultants has to agree to the proposed change. Staff does not see obtaining the consultants approval to be an issue, since obtaining the project specific professional liability insurance is very difficult. In addition, the insurance required by the amendment should be included in the consultants overhead, so there should be no additional cost to SANBAG.

Staff is working with the risk management consultant to update and standardize SANBAG's insurance requirements. Considerations being discussed in the update are ensuring SANBAG is covered for reasonable risk, the industry standards, and the cost.

Financial Impact:

This item has no financial impact on the current fiscal year budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item has not been reviewed by SANBAG General Counsel.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: May 14, 2015

Subject:

Construction Management Services for Landscape Maintenance Projects on Interstate 10 at Tippecanoe Avenue, Cherry Avenue and Citrus Avenue Interchange Projects

Recommendation:

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

A. Approve award of Contract No. C14181 with Simon Wong Engineering, Inc. for Construction Management services for landscape maintenance projects on Interstate 10 at Tippecanoe Avenue, Cherry Avenue and Citrus Avenue Interchanges in an amount not-to-exceed \$601,600.00.

B. Approve a contingency amount for Contract No. C14181 of \$60,160.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

On March 5, 2015, Request for Proposals (RFP) No. 14181 for Construction Management Services for I 10 Tippecanoe Interchange Phase 1 and Phase 2, Cherry Interchange, and Citrus Interchange Landscape Maintenance Projects (Project) was released and sent to 191 vendors. RFP 14181 was also posted on SANBAG's website. The solicitation was issued in accordance with current SANBAG policies and procedures for Architectural & Engineering services.

A Pre-Proposal meeting was held on March 12, 2015, and was attended by seven individuals representing four firms. Two addendums were released responding to questions and other minor changes.

Three proposals were received by the date and time specified in the RFP. The firms who submitted were, in alphabetical order, Hernandez Kroone and Associates, Simon Wong Engineering, and Vali Cooper and Associates. A responsiveness review was conducted by staff and found no material deficiencies in the proposals submitted.

The following is a summary of the events that transpired in the evaluation and selection process.

Summary of the Evaluation Process:

On April 1, 2015, the proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the committee members. The evaluation committee was comprised of one representative each from SANBAG, the City of Fontana, and City of Loma Linda and two representatives from Caltrans.

On April 8, 2015, an evaluation committee meeting was held to discuss results of each evaluator's review of the proposals based on the criteria provided in the RFP. At the completion

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

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of discussions the committee members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm - 40%, Proposed Staffing - 40%, and Technical Approach/Work Plan - 20%. Based on the scoring, the firms were ranked in order and a short-list was developed. All three firms were deemed qualified and invited to interview.

On April 22, 2015, interviews were conducted with the firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the proposals and interviews is 40% and 60%, respectively.

The firms that were selected to participate in interviews were well qualified to perform the work described in the RFP. Based on a tally of scores received on the proposals and the interviews, the panel agreed to recommend the selection of Simon Wong Engineering for award of C14181. The selection panel unanimously deemed Simon Wong Engineering as the most qualified and most available team to provide the services requested based on the panel's review of the proposal and evaluation of the interview.

Simon Wong Engineering scored the most points in the interview due to the following factors:

- Answered each question sufficiently.
- Demonstrated good teamwork during the interview.
- Showed good understanding of related standards, processes, and procedures for managing construction projects on the State Highway System.
- Demonstrated in-depth understanding of the project and related challenges.
- Shared great ideas and solutions for project related challenges.
- Proposed a well-balanced and efficient staffing plan.
- Key staff are experienced with construction projects on the State Highway System and prior work with SANBAG

Subsequent to the panel's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. C14181 with Simon Wong Engineering for Construction Management of the Project for a total not-to-exceed amount of \$601,600.00. Staff is also recommending that the Board approve a contingency for C14181 in a not-to-exceed amount of \$60,160.00 and authorize the Executive Director or designee to release contingency funds as necessary for the project.

Financial Impact:

This item is consistent with adopted Fiscal Year 2014/2015 budget for tasks 0842 Interstate 10 Tippecanoe Avenue Interchange and 0826 Interstate 10 Cherry Avenue and Citrus Avenue Interchanges.

Reviewed By:

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

Responsible Staff:

Mike Barnum, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 14181 Amendment No.: _____ Vendor No.: 02864
 Vendor/Customer Name: Simon Wong Engineering Sole Source? Yes No
 Description: Construction Management Services for I-10 EEP Landscape Projects
 Start Date: 06/03/2015 Expiration Date: 06/30/2022 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001190

Dollar Amount			
Original Contract	\$ 601,600.00	Original Contingency	\$ 60,160.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 601,600.00	TOTAL CONTINGENCY VALUE	\$ 60,160.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 661,760.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/03/2015
 Board of Directors Action: Approve C14181 in the amount of \$601,600 and establish Contingency of \$60,160

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: 0% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

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

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

Additional Information

Project Manager: Paul Melocoton

Attachment: CSS C-14181 (1875 : I 10 EEP Landscape Construction Management Services)

ATTACHMENT A - SCOPE OF WORK

CONSTRUCTION MANAGEMENT

Construction Management Services for the I-10 Tippecanoe Interchange Phase 1 and Phase 2 and the I-10 Cherry and Citrus Interchange Landscape Maintenance Projects in the Cities of Loma Linda, San Bernardino and Fontana

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- J. PROJECT SITE SAFETY
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A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (“SANBAG”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SANBAG with Construction Management Services for I-10 Tippecanoe Interchange Phase 1 and Phase 2 and the I-10 Cherry and Citrus Interchanges (IC) Landscape Maintenance Projects in the Cities of Loma Linda, San Bernardino and Fontana, (“**Project**”). With the exception being Tippecanoe Phase 1, which is two years, the project duration for each plant maintenance project will be four (4) years. The I-10 Tippecanoe Phase 1 and Phase 2 will be issued as one landscape plant maintenance project while the I-10 Cherry Avenue IC and the I-10 Citrus Avenue IC plant maintenance projects will each be issued as separate contracts.

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support highway extended landscaping maintenance contracts of the Interstate 10 (I-10) Tippecanoe Phase 1 and 2 and the I-10 Cherry and Citrus Interchange Landscape Maintenance projects as described by the project plans and specifications. The total capital cost for the three projects is estimated at \$1 million.

SANBAG will issue a Notice to Proceed for each project. It is anticipated that notice to proceed on the Citrus IC in June 2015, Cherry IC in January 2016, and Tippecanoe Phase 1 and Phase 2 in the February of 2017. The contract is expected to end in December 2021, a total of 7 ½ years.

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

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

Mr. Mike Barnum, SANBAG Construction Manager

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

B. PERFORMANCE REQUIREMENTS

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

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

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

The typical workday includes all hours necessary to monitor the work performed by the maintenance Contractor. The maintenance Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the maintenance contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Project Manager. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the maintenance Contractor. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

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

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

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre Award Services

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

a. Plan Review

CONSULTANT shall review contract documents prior to beginning of Landscape Maintenance. Tasks include review of plans, specifications, technical reports, the RE Pending file, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for potential conflicts, plant adaptability and plant testing specifications and consistency between plans and specifications.

b. Budget

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

2. Bid Process

a. Bid Documents

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

1. Review of bid documents
2. Preparation of bid tabulations
3. Preparation and conduction of Pre-bid Meeting

b. Pre-maintenance Meetings

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

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 maintenance contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer project Landscape Maintenance contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system following the SANBAG Filing Categories using the Caltrans Construction Manual as a guideline.
- g. CONSULTANT shall monitor Contractors' Landscape Maintenance schedule on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; maintenance activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, Caltrans and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the maintenance contract.

- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
 - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
 - o. CONSULTANT shall maintain redlined drawings on an ongoing basis throughout the duration of the project. Redlined drawings shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.
4. Project Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and as many qualified inspectors needed to effectively manage the Project.
 - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding maintenance activities and scheduling.
 - c. CONSULTANT shall maintain regular contact with SANBAG's Project Manager through daily briefings, in-person and/or by telephone. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
 - d. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to start of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary; CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
 - e. CONSULTANT shall provide all required monitoring, coordination and tracking of contractor progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions.
 - f. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Project Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
 - g. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Project Manager, or his designee, and the design engineer. CONSULTANT shall coordinate all Project maintenance activities with other on-going projects within and adjacent to the Project limits.

- h. CONSULTANT shall review the project for permit compliance and coordinate with SANBAG and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

5. Landscape Maintenance Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform on-site observations of the progress and quality of the Landscape Maintenance, as needed, to determine if the work being performed is in general conformance with the contract documents applicable laws, codes, and ordinances.
- c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- d. 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.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of the California State Water Resources Control Board (SWRCB) and the Caltrans' Storm Water Pollution Prevention Program.
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1. Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.

2. Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.
 3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
 4. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 6. Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
 7. Assisting in the preparation of as-built plans.
 8. Providing inspections for environmental compliance.
 9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
 10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
 11. Monitoring Contractors' compliance with applicable regulations required by AQMD and SWRCB.
 12. Other duties as may be required or reasonably requested.
6. Cost and Schedule
- a. CONSULTANT shall monitor and track the following:
 1. Contract pay item quantities and payments
 2. Contract change orders
 3. Supplemental work items
 4. Agency furnished materials
 5. Contingency balance
 6. Project budget
 - b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

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

7. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account

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

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

8. Safety

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

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

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

9. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including Irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall prepare and deliver to SANBAG a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD User's Manual, Plans Preparation Manual, and CALTRANS practice.
- e. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans Landscape Construction Oversight, Local Agencies, Contractors and Caltrans Maintenance.
- f. CONSULTANT shall prepare final maintenance reports including the Project Completion Report.
- g. CONSULTANT shall prepare and deliver to SANBAG all project files.
- h. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineer's (and Landscape Architect's) daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed maintenance project.
- 5. Project Completion Report.

6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

F. MATERIALS TO BE FURNISHED BY SANBAG

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

G. STANDARDS

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

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans

5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
6. CALTRANS' CADD User's Manual and Plans Preparation Manual

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

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

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

I. THIRD PARTY RELATIONSHIPS

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

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

J. PROJECT SITE SAFETY

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

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

K. PERSONNEL QUALIFICATIONS

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

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway Landscape Construction projects is desired.
- b. Ability to use typical computer software for word processing and preparing spreadsheets.
- b. Licensed landscape architect in the State of California is desired.
- c. Reasonably accessible to SANBAG during normal working hours.

- d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG

2. Resident Engineer

Minimum qualifications shall be as follows:

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

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

The Resident Engineer will assume the following functional responsibilities:

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

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar maintenance projects is desired.
- b. Licensed Professional Landscape Architect in the State of California
- c. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SANBAG during normal working hours.

- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

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

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience is desired.
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway Landscape Construction projects.

- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning maintenance work in progress and solve field problems.
- h. Ability to direct the efforts of subordinate inspectors.
- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

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

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

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

6. Materials Testing Project Manager

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

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

7. 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 its 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 AUTHORITY/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

- v. estimates, to calculate compensation due contractor.
- vi. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vii. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- viii. 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 AUTHORITY/Caltrans staff.

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

9. 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.

10. 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.

Minute Action

AGENDA ITEM: 7

Date: May 14, 2015

Subject:

Interstate 215 (I-215) Segment 1 Landscape Replacement 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 County Transportation Commission, at a regularly scheduled Board meeting:

- A. Approve Cooperative Agreement No. 15-1001216 with the State of California Department of Transportation for construction of the I-215 Segment 1 Landscaping Replacement Project.
- B. Approve the Plans, Specifications, and Estimate for the I-215 Segment 1 Landscaping Replacement Project.
- C. Authorize advertising Invitation for Bids 15-1001236 for construction of the I-215 Segment 1 Landscaping Replacement Project.
- D. Approve taking the recommendation for award of the construction contract directly to the Board without prior Board Metro Valley Study Session review.

Background:

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

The landscape design is complete on Segment 1, the segment from north of Lytle Creek Channel Undercrossing to just south of the 9th Street Overcrossing.

Recommendation A: A cooperative agreement for construction has already been executed for Segment 3 with SANBAG as the lead agency. A new agreement is needed to proceed with the construction of the Interstate 215 Segment 1 Landscaping Project, the next segment north of Segment 3. Federal funds have been identified for the construction of this segment.

Staff is requesting approval of Cooperative Agreement No. 15-1001216 with Caltrans for construction of Segment 1, whereby SANBAG is the sponsor, funding partner, and implementing agency for construction capital and support.

Recommendation B, C & D: These recommendations are for the approval of the Plans, Specifications and Estimate (PS&E), authorization of advertising the Invitation for Bids (IFB)

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

Page 2

15-1001236 for the construction of the I-215 Segment 1 Landscaping Replacement Project, approval to take the construction contract directly to the Board without prior Metro Valley Study Session review.

Staff is requesting approval of Recommendation B, Board approval of the PS&E package. Caltrans has completed the project design package and incorporated all review comments provided by SANBAG. This approval is required prior to advertising the construction contract and is needed for the funding request package. Once the funding is obligated, the project can be advertised for construction.

Staff is recommending approval of Recommendation C, Board authorization to allow staff to issue the IFB once federal authorization of funding is received. This landscape construction contract will be recommended for award at a later date based on verification of the lowest responsive/responsible bid in accordance with required criteria. Since the award of the contract is based on the lowest responsive/responsible bidder,

Staff is recommending approval of Recommendation D, to allow staff once bids are received and reviewed, to bring a recommendation for award directly to the Board without prior Metro Valley Study Session review. This will allow the execution of the contract and start of construction to occur at the earliest possible date, and ensure timely use of federal funding. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0838.

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 and drafts of the agreement and IFB.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001216 Amendment No.: 0 Vendor No.: 00456
 Vendor/Customer Name: California Dept of Transportation (Caltrans) Sole Source? Yes No
 Description: I-215 Segment 1 Landscaping Construction Cooperative Agreement
 Start Date: 3-Jun-15 Expiration Date: 3-Jun-20 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12177

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/03/2015
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 215 Seg 1 Caltrans Coop CSS [Revision 2] (1678 : I-215 Seg 1 Landscape - Advetise/PS&E/Coop)

08-SBd-215-PM 6.6/7.2
 Agreement 08-1600
 Project No. 0800020443
 EA 0071H

COOPERATIVE AGREEMENT

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, replace landscaping and irrigation for Segment 1 of Interstate 215 (I-215) in the city of San Bernardino from Lytle Creek undercrossing to .05 miles north of 5th Street overcrossing, will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS approved the Categorical Exemption on 11/09/2012 (Cooperative Agreement No. 08-1523).
 - CALTRANS approved the Categorical Exclusion on 11/9/12 (Cooperative Agreement No. 08-1523).
 - CALTRANS completed the Project Report on 12/21/2012 (Cooperative Agreement No. 08-1523).
 - CALTRANS completed the Plans, Specifications and Estimate on 7/14/14 (Cooperative Agreement No. 08-1523).
 - CALTRANS completed the R/W Certification on 7/22/14 (Cooperative Agreement No. 08-1523).
6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. SANBAG is the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

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

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

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.
11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

Implementing Agency

14. SANBAG is IMPLEMENTING AGENCY for CONSTRUCTION.
15. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
16. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance (IQA)

17. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way.

The cost of CALTRANS' IQA is not an OBLIGATIONS COST.

CEQA/NEPA Lead Agency

18. CALTRANS is the CEQA lead agency for the PROJECT.
19. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

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

Construction

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
285.05.15.xx Change Order Review & Approval as required in this Agreement	No
270.35.xx HMA/PCC Mix Design Review & Approval	No
270.20.45.xx SWPPP/WPCP Review & Approval	No
270.35.xx Material Testing Results Review & Approval	No
270.35.xx Material Exception Review & Approval	No
295.15 As Built Plans CADD Drafting	Yes

- 24. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
- 25. SANBAG will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SANBAG also accepts responsibility to administer the construction contract.
- 26. CALTRANS will not issue an Encroachment Permit for construction work until CALTRANS accepts:
 - The final plans, specifications, and estimate package
 - The Right of Way Certification
 - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.
- 27. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.

Attachment: 15-1001216 I-215 Seg 1 Landscape Coop with Caltrans (1678 : I-215 Seg 1 Landscape - Advertise/PS&E/Coop)

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

If SANBAG does not maintain PROJECT at acceptable standards, CALTRANS will immediately notify SANBAG in writing and agree on a course of action. If SANBAG does not take action to correct the deficiency, CALTRANS may either remove the landscaping or maintain the landscaping at SANBAG's expense.

31. SANBAG will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
32. CALTRANS will review and approve:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
33. If CONSTRUCTION CAPITAL is funded with state or federal funds then SANBAG will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide IQA for the claims process.
34. SANBAG will require the construction contractor to furnish payment and performance bonds naming SANBAG as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

35. SANBAG is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.

36. SANBAG will prepare a QMP which describes how construction materials source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

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

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

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

37. SANBAG may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SANBAG and provided by CALTRANS during CONSTRUCTION are an OBLIGATIONS COST.

38. As IMPLEMENTING AGENCY for construction, SANBAG is responsible for maintenance within the PROJECT limits as part of the construction contract.

39. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.

40. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SANBAG shall furnish CALTRANS with a complete set of Redline "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM. CALTRANS will incorporate "As-Built" information on CADD files in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with SANBAG's Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later.

41. SANBAG will submit to CALTRANS, within sixty (60) calendar days following the Final Estimate or Resolution of Construction Claims (if any) the complete Project History File. SANBAG will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.
42. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

Schedule

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

Additional Provisions

44. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
45. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
46. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
47. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
48. CALTRANS will issue, upon approval of a proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
49. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

50. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
51. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

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

52. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
53. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
54. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
55. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

56. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

57. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
58. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with only a final report for OBLIGATIONS completed in that component.
59. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
60. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
61. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.
62. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
63. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

64. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and SANBAG will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

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

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

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

65. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
66. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
68. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
69. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

70. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
71. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
72. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
73. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.

74. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

75. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

If SANBAG invoices for rates in excess of DPA rates, SANBAG will fund the cost difference and reimburse CALTRANS for any overpayment.

76. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.

77. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

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

78. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

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

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

GENERAL CONDITIONS

80. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
81. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
82. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
83. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
84. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this AGREEMENT. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
85. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
86. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

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

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

88. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
89. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
90. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

91. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
92. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
93. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

94. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
95. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
96. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
97. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

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

98. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

DEFINITIONS

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

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

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

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

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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

FHWA – Federal Highway Administration.

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

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

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

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

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

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

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

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

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

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

OBLIGATIONS – All WORK responsibilities and their associated costs.

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

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

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

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

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

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

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

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

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

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

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

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

SIGNATURES

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

CALTRANS

John Bulinsky
Interim District Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

L. Dennis Michael
Board President

Attest

Vicki Watson
Board Clerk

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Concurrence:

Jeffery Hill
Procurement Manager

Attachment: 15-1001216 I-215 Seg 1 Landscape Coop with Caltrans (1678 : I-215 Seg 1 Landscape - Advertise/PS&E/Coop)

FUNDING SUMMARY

<u>FUNDING TABLE</u>						
<u>IMPLEMENTING AGENCY →</u>			<u>SANBAG</u>			
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	PLANT MAINTENANCE	CONST. CAPITAL	Totals
Federal	SANBAG	Projects of National & Regional Significance (PNRS) *	\$550,000		\$2,828,202	\$3,378,202
Local	SANBAG	Measure	\$25,000	\$500,000	\$20,000	\$545,000
Totals			\$575,000	\$500,000	\$2,848,202	\$3,923,202

* This fund type include federal fund

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL	PLANT MAINTENANCE	Totals
	CALTRANS	<u>SANBAG</u>	<u>SANBAG</u>	SANBAG	
Federal Funds					
PNRS	\$50,000	\$500,000	\$2,828,202		\$3,378,202
Local Funds					
Measure	\$0	\$25,000	\$20,000	\$500,000	\$545,000
Totals	\$50,000	\$525,000	\$2,848,202	\$500,000	\$3,923,202

Attachment: 15-1001216 I-215 Seg 1 Landscape Coop with Caltrans (1678 : I-215 Seg 1 Landscape -

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SANBAG will pay invoices within five (5) calendar days of receipt of invoice.
2. If SANBAG has received EFT certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

5. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION CAPITAL

6. No invoicing or reimbursement will occur for the CONSTRUCTION CAPITAL PROJECT COMPONENT.

Signatures

CALTRANS

John Bulinsky
Interim District Director

Date _____

Lisa Pacheco
District Budget Manager

HQ Accounting

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

L. Dennis Michael
Board President

Date _____

Attachment: 15-1001216 I-215 Seg 1 Landscape Coop with Caltrans (1678 : I-215 Seg 1 Landscape - Advertise/PS&E/Coop)

Minute Action

AGENDA ITEM: 8

Date: May 14, 2015

Subject:

Pilot Program for Local and Veteran Hiring Preferences

Recommendation:

That the Metro Valley Study Session recommend the Board acting as the San Bernardino County Transportation Commission approve applying for the Department of Transportation pilot program permitting a local resident and veteran hiring preference on federally funded construction projects, and approve such hiring preference incentives not-to-exceed \$50,000.00 for the I-10 Pepper Interchange Project construction contract.

Background:

The Federal Department of Transportation has initiated a pilot program that allows local and veteran hiring preference on federally funded contracts. To participate in the pilot program the contract needs to be advertised by March 6, 2016. Staff is recommending that the I-10/ Pepper Avenue Interchange construction project be nominated for this pilot program as it will be awarded before the deadline. To be selected for this program, SANBAG has to submit a work plan to the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) for review and approval.

Staff's proposal is to continue to use the lowest responsible and responsive bidder to select the contractor, and to provide an incentive to the successful bidder for using local or veteran labor on the project. Staff analyzed information from previous construction projects to develop the local and veteran preference criteria for the I-10/Pepper Avenue Interchange project. It is recommended that an incentive of \$3.50 per hour for each local or veteran labor hour used on the project with a not-to-exceed incentive amount of \$50,000.00. To receive the total incentive, approximately 25% of the construction staff would need to be local residents or veterans. It is also recommended, that to qualify the person performing the labor must live within San Bernardino County or must have served or is serving in the armed forces. Verification of the construction staffs' residency will be done utilizing the certified payroll information the contractor is currently required to provide. This will minimize the amount of SANBAG staff time to monitor and maintain this incentive program while making it appealing to the contractor to utilize.

Staff believes the incentive program cost should be covered by the not-to-exceed amount included in the cooperative agreements for this project as there is a high probability that the selected contractor will reflect the incentive in his bid. Of course, if the bids come in higher than the not-to-exceed amount, a recommendation on how to move forward will be brought to the Board.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

May 14, 2015

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Staff is requesting approval to submit the work plan to Caltrans and FHWA with the criteria defined above and, if approval is received, to modify the I-10/Pepper Avenue Interchange construction documents to include such criteria.

Financial Impact:

This item will have no impact on the proposed 2015/16 Fiscal Year Budget.

Reviewed By:

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

Responsible Staff:

Jeffery Hill, Procurement Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 14, 2015
Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: May 14, 2015

Subject:

Budget Amendment for Cooperative Agreement C07170 with the City of Rialto

Recommendation:

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

Approve a budget amendment to increase Task 0610, Measure I Project Advancement, from \$11,397,102 to \$12,297,160 to be funded with \$900,058 of Measure I Valley Freeway Interchange Fund to allow for reimbursement to the City of Rialto of the public share of I-10 Riverside Interchange project landscaping expenditures to date.

Background:

In February 2007 SANBAG entered into Cooperative Agreement C07170 with the City of Rialto to reimburse the City for the public share of eligible project expenses for construction of the I-10 Riverside Avenue Interchange, up to a maximum of \$17,382,581. Construction of the interchange was completed in 2011, and eligible project expenses for that phase were reimbursed to the City at the public share rate of 72.6% per the Nexus Study.

In 2014, the landscaping portion of the construction commenced at an estimated cost of \$1,757,039. SANBAG is the lead agency, and the City has deposited 100% of the estimated project cost into an escrow account, from which SANBAG pays the invoices. As of April 2015, \$1,239,748.59 has been paid from the escrow account, and this request will reimburse the City of Rialto for the public share of that amount, which is \$900,057.48.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 Budget. A budget amendment is requested in the recommendation above.

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Transportation Planning Analyst

Approved
 Board of Directors Metro Valley Study Session
 Date: May 14, 2015

Witnessed By:

Entity: CTA

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Curt Hagman Board of Supervisors	X	X	X	X								
James Ramos Board of Supervisors		X		X								
Janice Rutherford Board of Supervisors	X	X		X								
Josie Gonzales Board of Supervisors	X	X	X	X								
Robert Lovingood Board of Supervisors				X								
Rich Kerr City of Adelanto		X*	X*									
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 Graham City of Chino Hills	X	X	X	X								
Frank Navarro City of Colton	X	X	X	X								
Michael Tahan City of Fontana	X	X	X	X								
Darcy McNaboe City of Grand Terrace		X		X								
Mike Leonard City of Hesperia												
Larry McCallon City of Highland	X			X								

Communication: Attendance (Additional Information)

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

MVSSatt15 Shaded box = No meeting

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2015

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	X								
Edward Paget City of Needles												
Alan Wapner City of Ontario		X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X		X	X								
Jon Harrison City of Redlands	X	X	X	X*								
Deborah Robertson City of Rialto	X	X		X								
R. Carey Davis City of San Bernardino	X	X	X	X								
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland		X	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												

Communication: Attendance (Additional Information)

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

MVSSatt15 Shaded box = No meeting

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

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

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

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

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

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

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

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

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996