

AGENDA
Board of Directors Metro Valley Study Session
November 12, 2015

*****Start Time: 9:30 AM (CLOSED SESSION)*****

1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

*****Convene Regular Meeting at 9:45 AM*****

Location

SANBAG

1170 W. 3rd Street, 1st Fl. Lobby, San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Alan Wapner, Council Member
City of Ontario

Study Session Vice-Chair

Janice Rutherford, Supervisor
Second District

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Mayor Pro Tem
City of Colton

Michael Tahan, Mayor Pro Tem
City of Fontana

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

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

Ray Musser, Mayor
City of Upland

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

James Ramos, Third District

Josie Gonzales, Fifth District

Curt Hagman, Fourth 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
November 12, 2015**

*****9:30 AM (CLOSED SESSION)***
1170 W. 3rd Street, 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 -- 1 property

Property: 21900 Barton Road, Grand Terrace

Agency negotiators: Craig Farrington, Mike Romo

Negotiating parties: Demetri and Janine K. Hadjiconstantis

Under negotiation: Price and terms of payment

*****Convene Regular Meeting at 9:45 AM*****

1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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 Alan Wapner)

- 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 Pacific Restoration Group, KASA Construction, Skanska/Rados A Joint Venture, Sully-Miller Contracting Company, Skanska USA Civil West, Riverside Construction Company, Inc. and Flatiron West, Inc.**

Receive and file change order report.

Presenter: Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Administrative Matters

- 3. 2016 Board of Directors Metro Valley Study Session Meeting Schedule**

Approve the 2015 Board of Directors Metro Valley Study Session Meeting Schedule.

Presenter: Garry Cohoe

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

Discussion - Project Delivery

- 4. I-215 Bi County Project Right of Way Cooperative Agreement Amendment No. 1**

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. Allocate \$906,232 of Federal Congestion Mitigation and Air Quality funds for the Interstate 215 (I-215) Bi-County Project Right of Way phase, increasing the total allocation for that phase from \$4,765,000 to \$5,671,232.

B. Approve Amendment No. 1 to I-215 Bi-County Project Cooperative Agreement No. C11090 for the right-of-way phase with the California Department of Transportation (Caltrans) to update the total right-of-way cost from \$10,212,000 to \$14,004,611 to be funded with \$5,671,232 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and \$8,333,379 of Measure I Valley Freeway Program funds.

Presenter: 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 a draft of the agreement.

5. Financial Advisor Services for the I-10 and I-15 Corridor Projects

Authorize Staff to proceed directly to the December 2, 2015 Board Meeting with new Contract 16-1001369, for Financial Advisor Services for the I-10 and I-15 Corridor Projects.

Presenter: John Meier

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

6. Preview of the Hearings to Consider Resolutions of Necessity for Parcels for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace

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. Conduct public hearing to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement (Project) in the City of Grand Terrace; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No.16-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Clark (Assessor's Parcel Number [APN] 0275-231-46; Caltrans Parcel Number [CPN] 23320). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No.16-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Hadjiconstantis (APN 0275-231-68; CPN 23323). The Resolution must be approved by at least a two-thirds majority.

Presenter: Paula Beauchamp

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

7. California Department of Toxic Substances Control (DTSC) Agreement for the I-215 Barton Interchange 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:

Approve and authorize the Executive Director to execute Standard California Land Reuse and Revitalization Act (CLRRA) Agreement 15-1001259 for reimbursement to the California Department of Toxic Substances Control (DTSC) for actual costs associated with oversight and implementation of CLRRA for the assessment and remediation of a property located on the Interstate 215 (I-215) Barton Road Interchange Project for an amount not to exceed \$78,857.

Presenter: Paula Beauchamp

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 a draft of the agreement.

8. SR-210 Lane Addition and Base Line Interchange Project

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

A. Approve Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Design phase roles and responsibilities, extends the contract to December 31, 2020, and increases project funding by \$1,627,500, including an additional \$945,577 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$681,923 in City of Highland funds, for a new funding total of \$2,974,780, consisting of \$1,728,347 of Measure I Valley Freeway Interchange Program funds and \$1,246,433 of City of Highland funds.

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:

B. Approve Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the SR-210 Base Line Interchange Project, which adds in the Design phase roles and responsibilities, extends the contract to December 31, 2020, and increases project funding by \$1,627,500, including an additional \$945,577 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$681,923 in City of Highland funds, for a new funding total of \$2,974,780, consisting of \$1,728,347 of Measure I Valley Freeway Interchange Program funds and \$1,246,433 of City of Highland funds.

C. Approve Cooperative Agreement No. 15-1001230 with California Department of Transportation (Caltrans) for the SR-210 Lane Addition and SR-210 Base Line Interchange Projects defining roles, responsibilities, and funding associated with the design and right-of-way phases, specifying SANBAG as the lead agency for project administration and funding.

Presenter: Dennis Saylor

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 drafts of the agreements.

Discussion - Transportation Programming and Fund Administration

9. SR210/Baseline Avenue Term Loan Agreement with the City of Highland

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 Contract No. 16-1001330, a term loan agreement in an amount not to exceed \$662,407 with the City of Highland for the State Route 210/Base Line Interchange Project.

Presenter: Ellen Pollema

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

Comments from Board Members

Brief Comments from Board Members

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
December 10, 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, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended 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 or unanimous vote of members present as provided in The Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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

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

Disruptive or prohibited 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 or prohibited conduct includes without limitation 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, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. 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*

Minute Action

AGENDA ITEM: 1

Date: November 12, 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:

Closed Session #1 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Demetri Hadjiconstantis & Janine K. Hadjiconstantis

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C13089	Pacific Restoration Group, Inc. <i>John Richards</i>	None
2-B	C13002	Kasa Construction, Inc. <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
2-C	C09196	Skanska/Rados, A Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Malcolm Drilling Co, Inc.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

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			<p>Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Robert B. Longway Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork</p>
2-D	C14164	<p>Sully-Miller Contracting Company <i>Raymond Sanchez</i></p>	<p>A. C. Dike Company ACL Construction Company, Inc. Bravo Sign & Design Cal-Stripe, Inc. Coral Construction Company Diversified Landscaping Company Fencecorp, Inc. Goss Construction Company, Inc. Harber Companies, Inc. High Light Electric, Inc. Integrity Rebar Placers J.V. Land Clearing Company, Inc. LNA Concrete Structures, Inc. MCM Construction, Inc. Statewide Traffic Safety & Signs</p>
2-E	C13108	<p>Skanska USA Civil West <i>Jeffrey Langevin</i></p>	<p>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.</p>
2-F	C13121	<p>Riverside Construction Company <i>Donald Pim</i></p>	<p>Caliagua Chrisp Company C. P. Construction Crown Fence Griffith Company Golden State High Light Electric, Inc. Integrity Rebar Placers J.V. Land Clearing Company, Inc. Malcom Drilling Company</p>

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

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			Match Corporation Old Castle Precast, Inc. Pacific Waterproofing Reycon Construction
2-G	C14162	Flatiron West, Inc. <i>Christina 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. Malcom Drilling Company Old Castle Precast, Inc. Payco Specialties, Inc. Southwest V-Ditch, Inc.
4	15-1001195	Parsons Transportation Group, Inc. <i>Kevin Havoian</i>	Arellano Associates Ecosys LAE Associates, Inc. S2 Engineering VMS

Item No.	Principals & Agents
7	Harold R. Clark & Melinda M. Clark (Trust)
	Demetri Hadjiconstantis & Janine K. Hadjiconstantis

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: November 12, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *November 12, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts with Pacific Restoration Group, KASA Construction, Skanska/Rados A Joint Venture, 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, seven 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) C13089 with Pacific Restoration Group, Inc. for landscape maintenance of the SR-210 Segment 8 Landscaping project: CCO No. 2 (\$5,299.90 increase for replacing remote control valve solenoids for compatibility with upgraded controllers installed by Caltrans).

B. CN C13002 with KASA Construction for construction of the SR-210 Segment 11 Landscaping project: CCO No. 4 Supplement 1 (\$3,429.76 decrease for transferring unused funds back to contingency), CCO No. 8 Supplement 2 (\$15,446.49 decrease for transferring unused funds back to contingency), CCO No. 15 Supplement 1 (\$939.09 decrease for transferring unused funds back to contingency) and CCO No. 17 Supplement 1 (\$908.12 additional funds to compensate contractor for plant replacement due to frost damage).

C. CN C09196 with Skanska/Rados A Joint Venture for construction of the I-215 Segments 1 & 2 Reconstruction project: CCO No. 220 (\$2,250,599.00 increase to adjust for final contract quantities of installed bid items) and CCO No. 224 (\$1,920,080.00 increase for full settlement of all claims by the contractor as exceptions to the Proposed Final Estimate excluding those claims by Superior Gunitite (\$993,205.90) and Coffman Specialties (\$86,416.74) which remain to be settled).

D. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tiptecanoe Avenue Interchange Phase II project: CCO No. 10 Supplement 1 (\$20,000.00 additional funds for work associated with dealing with Buried Man-Made Objects as provided for in the Standard Specifications).

E. CN C13108 with Skanska USA Civil West for construction of the Palm Avenue Grade Separation project: CCO No. 10 Supplement 2 (no cost/no credit change for determination of zero days to the schedule for work associated with street lighting and flashing beacon) and CCO No. 30 Supplement 1 (no cost/no credit change for determination of zero days to the

Entity: CTA, CTC

schedule for work associated with changes in striping on Industrial Parkway).

F. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No 56 (\$11,630.00 increase to compensate contractor for trench excavation for BNSF signal cable to be buried and removed from overhead poles).

G. CN C14162 with Flatiron West, Inc. for the construction of the I-15 Base Line Road Interchange project: CCO No. 26 (\$15,000.00 increase to compensate contractor for additional work not shown on the plans to install drainage system behind Retaining Wall 385R).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0838, 0842, 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: November 12, 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

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

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
069	Final Claims Adjustment and Extending Plant Establishment Period	\$ 8,000.00
CCO TOTAL		\$ 1,160,351.11
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
1 S-1	Additional Funds	\$ 12,000.00
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

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10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System – Supplement 1	\$ 20,000.00
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
21 S-1	Additional Funds	\$ 58,999.65
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
34	Bridge Modifications as per Caltrans and UPRR	\$ 26,000.00
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 ½” Gravel	\$ (23,100.00)
38	Revise SP’s for Payment for Removal of Temporary Striping	\$ 20,000.00
38 S-1	Additional Funds	\$ 14,000.00
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
48	Pedestrian Signal Heads, Pushbuttons and Street Signs	\$ 29,903.05
49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72

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Attachment: MVSS CCO Log (2333 : Construction Contract Change Orders MVSS1511)

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)
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
58 S-1	Resolve NOPC No. 13-04-10-15	\$ 9,664.84
59	Final Quantity on Various Bid Items	\$ (16,284.59)
60	Installation of LED Lighting Equipment	\$ 49,269.71
61	Vandal Proof Pull box Lids	\$ 30,000.00
62	Modifications to Drainage System No. 9	\$60,000.00
63	Bid Item No. 104 Final Payment Adjustment	\$ 24,347.81
CCO TOTAL		\$ 1,720,403.83
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
3 S-2	Returning Unused Funds to Contingency	\$ (32,239.10)
3 S-3	Returning Unused Funds to Contingency	\$ (5,222.25)
4	Additional Traffic Control	\$ 25,000.00
4 S-1	Returning Unused Funds to Contingency	\$ (5,651.49)
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
6 S-3	Deletion of Butterfly Valve and Hydrant	\$ (635.26)
6 S-4	Returning Unused Funds to Contingency	\$ (5,827.33)
7	Temporary Drainage System	\$ 10,000.00
7 S-1	Returning Unused Funds to Contingency	\$ (4,588.04)
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
8 S-1	Additional Funds	\$ 3,500.00
8 S-2	Returning Unused Funds to Contingency	\$ (635.48)
9	Relocate Existing Pole Gate	\$ 4,242.00
10	Various Electrical Changes	\$ 39,600.00
10 S-1	Additional Funds	\$ 10,505.00
10 S-2	Determination of Zero Days to Schedule	\$ 0.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00
12 S-1	Additional Funds	\$ 2,000.00

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12 S-2	Additional Funds for Water Payment	\$ 3,000.00
12 S-3	Returning Unused Funds to Contingency	\$ (2,476.57)
13	Dispute Resolution Advisor	\$ 15,000.00
13 S-1	Returning Unused Funds to Contingency	\$ (14,250.00)
14	Cable Railing for Headwalls and Wing-Walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
15 S-1	Returning Unused Funds to Contingency	\$ (21,952.95)
16	VECP for Retaining Wall Elimination	\$ (65,686.51)
16 S-1	VECP Final Savings Determination	\$ (27,850.00)
17	Transition Barrier Railing at BNSF R/W	\$ 5,263.25
18	Curb and Gutter Near Edison Pole	\$ 30,000.00
18 S-1	Returning Unused Funds to Contingency	\$ (27,836.18)
19	Chain Link Fence Details on Bridge	\$ 1,050.50
20	Bridge Deck Profilograph	\$ 1,540.00
21	Accelerated Weekend Work	\$ 88,279.00
21 S-1	Returning Unused Funds to Contingency	\$ (22,124.51)
21 S-2	Deferred Time – Zero Working Days Added	\$ 0.00
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
23 S-3	Returning Unused Funds to Contingency	\$ (3,040.96)
23 S-4	Deferred Time – Zero Working Days Added	\$ 0.00
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
25 S-3	Returning Unused Funds to Contingency	\$ (15,570.86)
26	BNSF Roadway Removals	\$ 40,263.00
26 S-1	Additional Funds	\$ 10,000.00
26 S-2	Returning Unused Funds to Contingency	\$ (6,026.32)
27	Traffic Signal Loops	\$ 3,025.00
27 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
29	DG Walk, Swale and AC Dike changes near UPRR	\$ 3,530.00
29 S-1	Returning Unused Funds to Contingency	\$ (789.34)
30	Pavement Delineation on Industrial Parkway	\$ 4,540.00
30 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
31	Apprentice Training	\$ 4,800.00
31 S-1	Returning Unused Funds to Contingency	\$ (3,037.60)
32	Roadside Signs on Street Light Poles	\$ (230.00)
33	Modify Pole Gate	\$ 527.00
33 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
34	Additional Shoulder Stripe	\$ 2,431.00
34 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
35	Walters Driveway Wheelchair Ramps	\$ 10,000.00
35 S-1	Deferred Time – 27 Working Days Added	\$ 0.00
36	Bid Item No. 11 Price Adjustment	\$ 1,410.25
36 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
37	Bid Item Cost Adjustment for Final Payment	\$ (14,756.16)

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38	RE Office Lease Extension	\$ 6,111.00
38 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
39	Slurry Seal Roadway	\$ 15,028.00
39 S-1	Additional Funds for Pavement Report	\$ 3,636.88
CCO TOTAL		\$ 517,434.13
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
15 S-1	Traffic Control Plan	\$ 10,000.00
15 S-2	Disposition of ADL Soil –Extra Work at Force Account	\$ 209,580.00

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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
35 S-1	Additional Funds	\$ 16,000.00
35 S-2	Additional Funds	\$ 10,331.48

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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
10	Buried Man-made Objects	\$ 10,000.00
10 S-1	Additional Funds	\$ 20,000.00

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12	Placement of Suitable Embankment Material Westbound Off-ramp	\$ 60,000.00
14	Plans & Specs Clarification for Bakers Parking Lot	\$ 0.00
15	Casing for Sound Wall CIDH Pile	\$ 5,000.00
16	Realignment of Drainage System No. 13	\$ 5,000.00
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
21	Apprentice Training Program	\$ 6,400.00
23	K-Rail & Crash Cushion	\$ 3,025.00
24	Temporary Pavement Repairs W/B On-Ramp	\$ 8,000.00
25	Maintain Existing and Temporary Electrical Systems	\$ 50,000.00
26	Remove Tree at Del Taco	\$ 5,000.00
29	Curb Wall and Hand Railing	\$ 57,973.30
31	Increase in Bid Item Costs	\$ 13,164.12
32	Repair Damage by Others	\$ 2,000.00
CCO TOTAL		\$ 374,012.42
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
14 S-1	Additional Funds	\$ 19,571.63
14 S-2	Additional Funds	\$ 3,455.35
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
19 S-4	Additional Funds	\$ 896.93

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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
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 Working Day's for Jack and Bore	\$ 0.00
45 S-1	Additional Working Day's	\$ 0.00
45 S-2	Additional Funds for SWPP & Field Office Rent	\$ 7,474.25
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
55 S-2	Additional Funds	\$ 6,110.17
55 S-3	Additional Funds	\$ 266.81
56	Removal of At-Grade Crossing Equipment	\$ 20,000.00
56 S-1	Additional Funds	\$ 11,533.66
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
62 S-1	Additional Funds	\$ 15,869.97
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

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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
79	Settlement of NOPC No. 11	\$ 9,474.52
80	Settlement of Exception to PFE (Service Splices)	\$ 6,725.00
81	Settlement of Exception to PFE (Additional Irrigation)	\$ 5,078.00
82	Re-grading Trench for 16" Water Line	\$ 6,104.48
83	Cement Slurry Red Dye	\$ 2,095.16
84	Additional Electrical Work	\$ 2,191.77
85	Fire Hydrant Relocation & Additional Sewer Manhole	\$ 25,000.00
86	Damage Repairs from Traveling Public	\$ 7,888.13
87	West Colony Community HOA Settlement	\$ 4,400.00
CCO TOTAL		\$ 1,045,921.46
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

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
7 S-1	Additional Funds	\$ 87,122.00
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

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30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00
32	Differing Site Conditions – Piling	\$ 20,000.00
32 S-1	Additional Funds	\$ 90,000.00
32 S-2	Additional Funds	\$ 50,000.00
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
40	Mobilization Costs due to Relocation Delays of waterline and AT&T	\$ 28,000.00
41	Revisions to Specs for Double Swing Gate	\$ 0.00
42	Temporary AC and Re-mob for Miller's Honey Paving	\$ 8,090.00
43	SWRCB Annual Permit	\$ 1,483.90
44	Retaining Curb on TCI Property	\$ 5,000.00
45	Cost to meet Right of Way Obligations	\$ 20,000.00
45 S-1	Additional Funds	\$ 30,000.00
46	BNSF Signal Bridge	\$ 14,000.00
47	Bridge Access Casings	\$ 30,350.00
48	Additional Earthwork Mobilization for BNSF Work	\$ 25,000.00
50	10-inch Wall at Retaining Wall No. 2	\$ 50,000.00
51	Planter Walls at Adjacent Properties	\$ 16,000.00
52	Extend Bridge Concrete Barrier	\$ 4,000.00
53	Supports for Temporary BNSF Overhead Signal Cables	\$ 130,815.65
56	BNSF Signal Cable Trenching	\$11,630.00
CCO TOTAL		\$ 1,252,187.02
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
2	Replace Remote Control Valve Solenoids	\$ 5,299.90
CCO TOTAL		\$ 20,299.90
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 199,918.60

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
4 S-1	Returning Unused Funds to Contingency	\$ (3,429.76)
5	Install Irrigation Crossovers	\$ 40,000.00
5 S-1	Install Irrigation Crossovers	\$ 5,965.81

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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
8 S-2	Returning Unused Funds to Contingency	\$ (15,446.49)
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
12	Pothole Paving	\$ 33,378.72
13	Additional 1.5" Electrical Conduit	\$ 8,971.96
13 S-1	10% Markup on Subcontractor Electrical work	\$ 987.20
14	Shared Cost for Fiber Optic Repairs	\$ 950.00
15	Slope Paving Repairs	\$ 12,000.00
15 S-1	Returning Unused Funds to Contingency	\$ (939.09)
16	Bid Item Overrun/Underrun Final Adjustment	\$ 36,441.15
17	Replace Frost Damaged Plants	\$ 7,500.00
17 S-1	Additional Funds	\$ 908.21
CCO TOTAL		\$ 387,868.41
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
002 – S1	Establish a Dispute Review Board – Additional Funds	\$ 913.78
002 – S2	Establish a Dispute Review Board – Additional Funds	\$ 187.50

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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
018 – S3	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S4	Repair Roadway – Additional Funds	\$ 100,000.00

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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
047 – S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00

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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
070	Temporary Paving Under 259	\$ 145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00

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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
107	Sound Wall No. 1 Extension	\$ 144,330.00

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Attachment: MVSS CCO Log (2333 : Construction Contract Change Orders MVSS1511)

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

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

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
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

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 (2333 : Construction Contract Change Orders MVSS1511)

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
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)

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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
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

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Amounts shown in parentheses represent a credit to the Agency

Attachment: MVSS CCO Log (2333 : Construction Contract Change Orders MVSS1511)

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)
217 – S1	Adjust Bid Item No. 19 – Type III Barricade	\$ 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
220	Adjustment to Increase and Decrease in Bid Items Used on Project	\$ 0.00
223	NOPC No. 19 Settlement	\$ 175,000.00
224	PFE Exceptions Settlement excluding Superior Gunite and Coffman	\$1,920,080.00
CCO TOTAL		\$ 19,341,569.27
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 22,471,980.00

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
6	Repairs to Existing Irrigation System	\$ 26,247.00
7	Storm Water Pollution Prevention – Cost Sharing	\$ 50,000.00
8	Existing Landscaping & Irrigation Changes	\$ 10,000.00
10	Shotcrete Strength Change	\$ 0.00
11	Concrete Slurry behind Anchor Wall No. 2	\$ 12,000.00
12	Fire Plan	\$ 27,693.00
13	Apprentice Training	\$ 16,800.00
14	Buried Man-made Objects	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
16	Additional K-rail and Crash Cushion Array	\$ 17,970.00
18	RE Office; Additional Furniture & High-speed Internet	\$ 5,000.00
19	Revisions to CMP Schedule for Re-sequencing	\$ 0.00
21	Relocate 12” CVWD Line	\$ 32,200.00
23	Welded Steel Pipe Wall Thickness	\$ 16,808.60
26	Retaining Wall 385R Drainage System	\$ 15,000.00
CCO TOTAL		\$ 341,718.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

Attachment: MVSS CCO Log (2333 : Construction Contract Change Orders MVSS1511)

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

Minute Action

AGENDA ITEM: 3

Date: *November 12, 2015*

Subject:

2016 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:

Approve the 2015 Board of Directors Metro Valley Study Session Meeting Schedule.

Background:

The SANBAG Board of Directors Metro Valley Study Session (MVSS) regular meeting schedule is on the second Thursday of the month following the SANBAG Board meeting, beginning at 10:00 a.m., in the 1st Floor Lobby at the Santa Fe Depot. However, the 2016 schedule requests the Study Session adopt a meeting start time of 9:30 a.m. or immediately following Commuter Rail and Transit Committee. If Commuter Rail and Transit agenda is estimated to take significantly more than a half-hour, the MVSS start time will be adjusted accordingly. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. A quorum of the Board at the Study Session is the same as the quorum of the SANBAG Board of Directors. If less than a quorum is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings. Meeting dates and time may be modified upon request of the Study Session Chair due to an anticipated low attendance at a meeting. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure the continuity of meeting and participation.

A proposed 2016 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meeting for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed 2016 meeting schedule does conform to the second Thursday of the month following the SANBAG Board of Directors meeting.

The proposed 2016 meeting dates are as follows:

Metro Valley Study Session

January 14, 2016	May 12, 2016	September 15, 2016*
February 11, 2016	June, 9, 2016	October 13, 2016
March 10, 2016	July 14, 2016 (DARK)	November 10, 2016
April 14, 2016	August 11, 2016	December 15, 2015*

**This date fall on the 3rd Thursday of the month.*

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

Page 2

Financial Impact:

Approval of the regular meeting schedule has no impact upon the SANBAG budget. Activities to support the Metro Valley Study Session meetings are in the approved SANBAG budget under Task NO. 0815, Measure I Program Management and Project Development.

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: November 12, 2015

Witnessed By:

SANBAG 2016 Master Calendar

~ January 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 New Year's Day	2
3	4	5	6 Board	7 SCAG Regional Council (Economic Summit) Orthodox Christmas	8	9
10	11	12	13 General Policy Committee	14 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub- Committee	15 Mt/Desert Policy Committee	16
17	18 Martin Luther King Day	19	20 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	21 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	22 The U.S. Conference of Mayors 84 th Winter Meeting League New Mayors & Council Members Academy	23
24	25	26	27	28	29	30
31	Notes:					

Board of Directors meetings start at 10:00 a.m.
Metro Valley Study Session starts at 9:30 a.m.

Commuter Rail/Transit Committee starts at 9:00 a.m.
Mountain/Desert Committee starts at 9:30 a.m.

General Policy Committee meetings start at 9:00 a.m.
I-10/I-15 Joint Sub-Committee meetings start at 10:00 a.m.

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ February 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	12	13
14	15 President's Day	16	17	18	19 Mt/Desert Policy Committee	20 NACo Legislative Conference
21 NACo Legislative Conference	22 NACo Legislative Conference	23 NACo Legislative Conference	24 NACo Legislative Conference	25	26	27
28	29	Notes:				

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ March 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7	8	9 General Policy Committee	10 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	11	12
13 Daylight Saving Time Begins	14	15	16	17	18 Mt/Desert Policy Committee	19
20	21 Naw-Ruz	22	23	24	25 Good Friday	26
27 Easter Sunday	28	29	30	31 Cesar Chavez	Notes:	

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ April 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 SCAG Regional Council	8	9
10	11	12	13 General Policy Committee	14 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	15 Mt/Desert Policy Committee	16
17	18	19	20	21 First Day of Ridvan	22 Passover (4/22 – 4/30)	23
24	25	26	27	28	29	30

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ May 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Twelfth Day of Ridvan (5/1-5/2)	2	3	4 Board	5 2016 SCAG Regional Conf. & General Assembly	6 2016 SCAG Regional Conf. & General Assembly	7
8	9	10	11 General Policy Committee	12 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	13	14
15	16	17	18 CSAC Legislative Conference	19 CSAC Legislative Conference	20 Mt/Desert Policy Committee	21
22	23 Declaration of the Bab	24	25	26	27	28
29 Ascension of Baha'u'llah	30 Memorial Day	31	Notes:			

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ June 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 SCAG Regional Council	3	4
5	6 Beginning of Ramadan (6/6-7/5)	7	8 General Policy Committee	9 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	10	11 Shavout (6/11-6/13)
12	13	14	15	16	17 Mt/Desert Policy Committee	18
19	20	21	22	23	24 US Conference of Mayors (June 24-27)	25
26	27	28	29	30	Notes:	

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ July 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Lailatul-Quadr
3	4 Independence Day	5	6 Board	7 SCAG Regional Council	8	9 Martyrdom of the Bab
10	11	12	13 General Policy Committee (DARK)	14 Commuter Rail/Transit Committee (DARK) Metro Valley Study Session (DARK) I-10/I-15 Corridor Joint Sub-Committee (DARK)	15 Mt/Desert Policy Committee (DARK)	16
17	18	19	20	21	22 NACo Annual Meeting	23 NACo Annual Meeting
24 NACo Annual Meeting	25 NACo Annual Meeting	26	27	28	29	30
31	Notes:					

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ August 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board (DARK)	4 SCAG Regional Council (DARK)	5	6
7	8	9	10 General Policy Committee	11 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	12	13
14	15	16	17	18	19 Mt/Desert Policy Committee	20
21	22	23	24	25 Janmashtami	26	27
28	29	30	31	Notes:		

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ September 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council	2	3
4	5 Labor Day	6	7 Board	8	9	10
11	12 Eid al-Adha	13	14 General Policy Committee	15 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21	22	23	24
25	26	27	28	29	30	Notes:

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ October 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Navaratri (10/1-10/9)
2 Muharram Rosh Hashanah (10/2-10/4)	3	4	5 Board League of CA Cities Annual Conference	6 SCAG Regional Council League of CA Cities Annual Conference	7 League of CA Cities Annual Conference	8
9	10 Columbus Day	11 Yom Kippur (10/11-12) APTA Annual Meeting	12 General Policy Committee APTA Annual Meeting	13 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee APTA Annual Meeting	14 APTA Annual Meeting	15
16 Sukkoth (10/16-10/23)	17	18	19 Birth of the Bab (10/19-10/20)	20	21 Mt/Desert Policy Committee	22
23 Shmini Atzeret (10/23-10/24)	24 Simchat Torah (10/24-10/25)	25	26	27	28	29
30 Diwali	31	Notes:				

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ November 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6 Daylight Saving Time Ends	7	8	9 General Policy Committee	10 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	11 Veteran's Day Birth of the Baha'u'llah (11/11-11/12)	12
13	14	15	16	17	18 Mt/Desert Policy Committee	19
20	21	22	23	24 Thanksgiving	25 Thanksgiving Day After Day of the Covenant	26
27	28 Ascension of Abdul – Baha	29 CSAC Annual Meeting	30 CSAC Annual Meeting	Notes:		

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

SANBAG 2016 Master Calendar

~ December 2016 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council CSAC Annual Meeting	2 CSAC Annual Meeting	3
4	5	6	7 Board	8	9	10
11	12 Prophet Muhammad's Birthday	13	14 General Policy Committee	15 Commuter Rail/Transit Committee Metro Valley Study Session I-10/I-15 Corridor Joint Sub-Committee	16 Mt/Desert Policy Committee	17
18	19	20	21	22	23	24 Hanukkah (12/24 - 1/1/17) Christmas Eve
25 Christmas Day	26 Kwanzaa (12/26 - 1/1/16)	27	28	29	30	31
Notes: Mountain/Desert Committee meeting moved up one week due to the end of month holidays.						

Attachment: 2016 SANBAG Master Meeting Calendar (2330 : 2016 MVSS Meeting Schedule)

Minute Action

AGENDA ITEM: 4

Date: *November 12, 2015*

Subject:

I-215 Bi County Project Right of Way Cooperative Agreement Amendment No. 1

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. Allocate \$906,232 of Federal Congestion Mitigation and Air Quality funds for the Interstate 215 (I-215) Bi-County Project Right of Way phase, increasing the total allocation for that phase from \$4,765,000 to \$5,671,232.

B. Approve Amendment No. 1 to I-215 Bi-County Project Cooperative Agreement No. C11090 for the right-of-way phase with the California Department of Transportation (Caltrans) to update the total right-of-way cost from \$10,212,000 to \$14,004,611 to be funded with \$5,671,232 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and \$8,333,379 of Measure I Valley Freeway Program funds.

Background:

The I-215 Bi-County Project adds a High Occupancy Vehicle (HOV) lane in both directions of the I-215 along an approximately 7.5 mile segment from Orange Show Road in the City of San Bernardino to Spruce Street in the City of Riverside. Caltrans led the final design phase and administered the construction contract according to Design Cooperative Agreement No. C09177 executed in June 2010 and Construction Cooperative Agreement No. C12189 executed in February 2012. Right-of-Way Cooperative Agreement No. C11090, executed in April 2011, identified SANBAG as the lead agency for the right-of-way phase. The right-of-way phase is funded with Measure I funds (Valley Freeway) and with federal Congestion Mitigation and Air Quality (CMAQ) funds. Costs included in the original right-of-way cooperative agreement were estimated using preliminary design information and prior to formal appraisals for required property and finalizing the utility relocation agreements.

Subsequent to project environmental approval and execution of the right-of-way cooperative agreement, SANBAG began the utility relocation process and the acquisition of properties. Beginning in late 2011, staff took several items to the Board for approval of various utility relocation agreements and expenditure authority for acquisition of the necessary property rights for the project.

As the right-of-way phase was progressing, cost increases were identified. The cost increases are comprised of increased utility relocation costs and increased right-of-way support costs. The original estimated costs for utility relocations were based on preliminary design information

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

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prepared during the Project Report phase. As final design neared completion, design adjustments and verification of existing utilities required additional utility relocations and cost increases that were not contemplated.

The current estimate for utility relocations is \$5.5 million compared to \$1.9 million in the original cooperative agreement. The Board has approved the individual utility agreements that total \$5.5 million. One major reason for the cost increase was the alignment of a gas main. The original concept had the main relocated on private property, while the final design required a longer length of main to be relocated to the city street. Due to federal Buy America requirements, Measure I funds were utilized for utility relocations.

Right-of-way support costs also increased approximately \$310,000 for additional coordination related to these utility relocations and to address unanticipated matters related to acquisition of property. Support costs are also funded with Measure I. Since the increases were being funded by Measure I, there was not a need to amend the subject cooperative agreement with Caltrans.

To minimize the amount of Measure I funds expended, it is recommended that the amount of CMAQ funds allocated to this project be increased by \$906,232. CMAQ funds can be utilized for property acquisition, which will offset the amount of Measure I currently programmed for acquisition. This leaves a required increase in Measure I funds of \$2,886,379.

Staff is recommending that the Board approve Amendment 1 to Right-of-Way Cooperative Agreement C11090 to allow SANBAG to increase the amount of federal CMAQ funds by \$906,232 for a total of \$5,671,232 and reflect the increased Measure I funding of \$2,886,379 for a total of \$8,333,379. There is no financial impact as utility agreements and authority for acquisitions have been previously approved by the Board. Project expenditures for Fiscal Year 2015/2016 are included in the approved budget.

Financial Impact:

This item is consistent with the 2015/16 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 a draft of the agreement.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C11090 Amendment No.: 1 Vendor No.: 00450
Vendor/Customer Name: Caltrans Sole Source? [x] Yes [] No
Description: Right of Way Cooperative Agreement for I-215 Bi-County
Start Date: 03/02/2011 Expiration Date: 12/31/2016 Revised Expiration Date: n/a
Has Contract Term Been Amended? [] No [x] Yes - Please Explain To allow R/W close out
List Any Related Contracts Nos.:

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:
Executive Director Action:
[x] Board of Directors Date: 12/02/2015
Board of Directors Action: Approve Amendment 1 to Cooperative Agreement C11090

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 (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 Neither payable nor receivable; roles and responsibilities only

Attachment: CSS C11090-01 [Revision 1] (1681 : I-215 Bi County Amendment to Caltrans ROW Cooperative Agreement)

08-Riv-91-PM 21.5/21.7
 08-SBd-215-PM 0.0/5.1
 08-Riv-215-PM 43.2/45.3
 EA 0M940
 District Agreement No. 08-1500 A/1
 Project No. 0800000506
 SANBAG's Contract No. C11090-01

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT (Amendment), ENTERED INTO EFFECTIVE ON _____, 20__, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the San Bernardino County Transportation Commission, a public entity of the State of California, referred to as SANBAG.

RECITALS

1. The parties entered into an Agreement No. 08-1500, on April 12, 2011, said Agreement defining the terms and conditions of a project to construct one High Occupancy Vehicle (HOV) lane in each direction on the Interstate 215 (I-215) between State Routes 60/91 Interchange in Riverside County and the I-215/Orange Show Road Interchange in San Bernardino County, referred to herein as "PROJECT."
2. The purpose of this Amendment is to increase Congestion Mitigation and Air Quality Funds and the local funds funding SANBAG's total PROJECT obligation from \$10,212,000 to \$14,004,611, to address a \$3,792,611 estimated increase in right of way acquisition and utility relocation capital costs and a \$310,562 estimated increase in right of way support costs.

IT IS THEREFORE MUTUALLY AGREED:

1. Revised Exhibit A, dated May 12, 2015, attached hereto and made a part of this Amendment, supersedes Exhibit A shown in the original Agreement.
2. All other terms and conditions of said Agreement No. 08-1500 shall remain in full force and effect.
3. This Amendment is hereby deemed to be a part of Agreement No. 08-1500.

SIGNATURES

PARTIES declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO
ASSOCIATED GOVERNMENTS
Acting as the San Bernardino
County Transportation Commission

John Bulinski
Interim District 8 Director

Ryan McEachron
President, Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM

Attorney
Department of Transportation

Eileen Monaghan Teichert
General Counsel

CERTIFIED AS TO FINANCIAL TERMS
AND CONDITIONS:

Accounting Administrator

CERTIFIED AS TO FUNDS:

Lisa Pacheco
District Budget Manager

EXHIBIT A
COST ESTIMATE
May 12, 2015

Funding Source	Funding Partner	Fund Type	Right of Way Capital	Right of Way Support	Subtotal Funds Type
FEDERAL	SANBAG	Congestion Mitigation and Air Quality Funds	\$5,671,232	\$0	\$5,671,232
LOCAL	SANBAG	Local Funds	\$6,822,817	\$1,510,562	\$8,333,379
		Subtotals by Component	\$12,494,049	\$1,510,562	\$14,004,611



Minute Action

AGENDA ITEM: 5

Date: *November 12, 2015*

Subject:

Financial Advisor Services for the I-10 and I-15 Corridor Projects

Recommendation:

Authorize Staff to proceed directly to the December 2, 2015 Board Meeting with new Contract 16-1001369, for Financial Advisor Services for the I-10 and I-15 Corridor Projects.

Background:

Should Express Lanes be selected as the Preferred Alternative for the I-10 and I-15 Corridor Projects, a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan would represent a significant portion of the overall funding plan for both corridors. As discussed at the July 1, 2015 Board meeting, recent discussions with Federal Department of Transportation (DOT) management identified significant benefits related to accelerating the TIFIA process including (1) securing TIFIA fund commitment prior to the change in the Administration and (2) positioning SANBAG to negotiate the loan terms sooner to potentially take advantage of historically low interest rates. Since the TIFIA funds comprise approximately 33 percent of the eligible costs for the I-10 and I-15 Corridor Projects, accelerating the supporting financial activities could provide a significant overall benefit and project cost savings.

Following discussion at the July 1, 2015 meeting, the Board approved acceleration of the TIFIA schedule, which requires acceleration of certain financial activities including the procurement of a Financial Advisor to provide a range of investment grade financial services required in the development of financing alternatives for these projects. If the Express Lanes Alternative is selected during the environmental process, the Financial Advisor will assist in guiding these projects to a successful financial close for each of the corridor projects.

As authorized during the July 2015 Board Meeting, a Request for Proposals (RFP) for the Financial Advisor services was released on September 8, 2015. Proposals received by the date and time specified in the RFP were disseminated to an evaluation committee. Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals on October 27, 2015. Shortlisted firms were invited to participate in interviews. Interviews are scheduled to be conducted on November 5, 2015. Following the interviews, the committee will identify the most qualified firm and recommend entering into negotiations with them. Staff will then work with the selected firm in finalizing a detailed scope of services and negotiating a cost proposal appropriate to the defined scope. There was not adequate time to complete these tasks prior to this Metro Valley Study Session.

In order to support the accelerated TIFIA schedule, it is critical to engage the services of the selected Financial Advisor as early as practical. Once negotiations have been completed with the

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

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selected Financial Advisor, staff recommends proceeding directly to the December 2, 2015 SANBAG Board Meeting for consideration of contract award by the Board.

Initial services to be performed by the selected Financial Advisor will include review and support for the TIFIA Letter of Interest (LOI), which is scheduled for submission to the TIFIA Joint Program Office (JPO) in January 2016, and development of the financial model which will incorporate results from the ongoing Investment Grade Traffic and Revenue effort being performed under separate contract. This initial work will be followed by the development of the updated Plan of Finance for the I-10 Phase One Project, which is a critical element of the TIFIA creditworthiness evaluation targeted for the 2nd Quarter of 2016.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal year 2015/2016 budget under Task No. 0850. The funding source is Measure I Valley Freeway Funds.

Reviewed By:

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

Responsible Staff:

John Meier, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: *November 12, 2015*

Subject:

Preview of the Hearings to Consider Resolutions of Necessity for Parcels for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace

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. Conduct public hearing to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement (Project) in the City of Grand Terrace; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No.16-006 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Clark (Assessor's Parcel Number [APN] 0275-231-46; Caltrans Parcel Number [CPN] 23320). The Resolution must be approved by at least a two-thirds majority; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No.16-007 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Hadjiconstantis (APN 0275-231-68; CPN 23323). The Resolution must be approved by at least a two-thirds majority.

Background:

Steady progress has been made towards the start of construction on the Interstate 215 Barton Road Interchange Project (Project). One of the remaining critical path items is right-of-way acquisition. The SANBAG Board acting as the San Bernardino County Transportation Commission (Commission) has authorized the acquisition of property necessary for this interchange project. Some parcels are being acquired through negotiated sale. The purpose of this agenda item is to present information regarding the upcoming Hearing for Resolutions of Necessity for two properties needed for construction of the Project which have not reached settlement. Commission's right-of-way agent, Overland, Pacific & Cutler, Inc. (OPC) presented offers to each property owner. The property owners are: Harold R. Clark and Melinda M. Clark (Clark) and Demetri Hadjiconstantis and Janine K. Hadjiconstantis (Hadjiconstantis). Although negotiations are ongoing, dialogue with the property owners for the parcels listed has not yet resulted in settlements, and these parcels may need to be acquired through eminent domain which requires compliance with a statutorily prescribed process. During the eminent domain process, the Commission's right-of-way agent will continue to negotiate with the property owners and attempt to achieve negotiated sales for the necessary property interests.

Entity: *CTC*

The Commission is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Section 130220.5. Eminent domain will allow the Commission to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. The Commission must adopt the attached Resolutions of Necessity before the eminent domain process may proceed. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained to meet the scheduled start of construction in the summer of 2017.

In order to adopt the Resolutions of Necessity, the Commission must make the four findings discussed below for each of the parcels. The issue of just compensation value for these property interests is not addressed by these resolutions and is not to be considered at the hearings. The four necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in City of Grand Terrace where if no improvements are made to the interchange the existing and future traffic congestion will not be mitigated. The proposed improvements, which are consistent with the circulation element of the City of Grand Terrace General Plan, are necessary to reduce existing and future traffic congestion. The congestion is reduced by increasing capacity and enhanced traffic operations.

The Project includes the following improvements:

- Replacement of the existing Barton Road Overcrossing (Bridge No. 54-0528)
- Reconstruction/widening of Barton Road
- Realignment of the existing entrance and exit ramps and roadway improvements on local streets
- Traffic signal modifications
- Roundabout at intersection of Barton Road/southbound ramps/La Crosse Avenue.

On Barton Road, the project construction limits extend from 0.3 miles to 0.4 miles west and east of the I-215 centerline, respectively. The project construction limits on I-215 begin at 0.73 miles and end at 0.35 miles south and north of the Barton Road centerline, respectively.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

During the environmental phase of the project three alternatives were studied. The City of Grand Terrace, SANBAG, and Caltrans selected this alternative to construct as it included the least right of way impacts to the community and provided the greatest improvement to circulation. The project is being constructed in phases to maximize the traffic circulation during construction to the greatest extent possible and to minimize right-of-way impacts to adjacent properties. The proposed design minimizes the property required for the Project, but still requires full acquisitions, partial acquisitions, and temporary construction easements. During the design phase, project planners, engineers, and a construction manager/general contractor considered alternative alignments, work windows, and work area reductions that would provide access to adjacent properties where access to those properties would be affected by the Project. Each alternative was assessed based on the needs and constraints of each property owner. Staff and OPC have also had numerous communications with the property owners about their needs in

order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

3. The properties sought to be acquired are necessary for the Project.

While some of the project is being constructed within existing right-of-way, some acquisition from the subject properties is needed to allow the construction of a new bridge, new road, existing roadbed widening, sound wall, drainage systems, and required utility relocations. For the subject properties, the following right-of-way interests are required.

- A full acquisition is needed from the Clark property (APN 0275-231-46; CPN 23320) to accommodate the realignment of the Barton Road southbound exit and entrance ramps. The acquisition sought is zoned as general commercial.
- A full acquisition is needed from the Hadjiconstantis property (APN 0275-231-68; CPN 23323) to accommodate the realignment of the Barton Road southbound ramps and the roundabout at Barton Road. The property is zoned general commercial. While the right-of-way requirements for the property identify only a portion of the property, the remnant will be unusable; therefore, the entire parcel has been identified as a full acquisition. Based on the unusable nature of the remnant, the owner has requested a full acquisition.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

The subject properties were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The first offer for the Clark property (APN 0275-231-46; CPN 23320) was made on November 10, 2014. Revised offers were made on February 5, 2015, and on March 2, 2015.
- The first offer for the Hadjiconstantis property (APN 0275-231-68; CPN 23323) was made on June 1, 2015.

Upon completion of the project, the Commission will transfer properties acquired for this project to Caltrans or to the City of Grand Terrace for those real property interests that will be incorporated into the State Highway System or the City facility, respectively, while the excess portions of the land will be disposed of by the Commission in the future.

Financial Impact:

This item has no financial impact to the project.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

CLARK RESOLUTION OF NECESSITY

RESOLUTION NO. 16-006

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF ASSESSOR PARCEL NUMBER 0275-231-46.

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the I-215 and Barton Road Interchange Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 12012 La Crosse Avenue in the City of Grand Terrace, California; and

WHEREAS, the Project is intended to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at the intersection of Barton Road/southbound ramps/La Crosse Avenue to improve public safety and alleviate traffic congestion; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project is a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 12012 La Crosse Avenue in the City of Grand Terrace, California; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on October 14, 2015, there was mailed a Notice of Hearing on the Intent of the Commission to consider adoption of a Resolution of Necessity for acquisition by eminent domain of the real property described and depicted in Exhibits "A" and "B" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the property described and depicted in Exhibits "A" and "B" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Grand Terrace as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the

times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for December 02, 2015 at 10:00 a.m. at Santa Fe Depot--- SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety and alleviate traffic congestion; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of real property as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The above-described property interests, as described and depicted in Exhibits "A" and "B", are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the real property as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Ryan McEachron, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson,
Clerk of the Commission

Attachment: FINAL Clark RON 10.27.15 [Revision 3] (2221 : I-215 Barton Road RONs)

EXHIBIT "A"

Parcel No. 23320-1

That portion of Lot 1, Block G, in the City of Grand Terrace, County of San Bernardino, State of California, according to Map of Re-Subdivision of Grand Terrace Tract, as per plat recorded in Book 1 of Record Surveys, page 33, Records of San Bernardino County, described as follows:

COMMENCING at a point 481.81 feet easterly from intersection of Barton Road and Grand Avenue; thence North 11°30' 15" East, 99.97 feet to the POINT OF BEGINNING; Thence continuing North 11°30'15" East, 454.76 feet; thence South 75° 14' 53" East, 397.09 feet to a point on that parcel conveyed to the State of California by deed recorded December 10, 1956 in Book 4105, page 105 of Official Records of said County at thereof; thence South 50° 31' 48" West along said line, 248.93 feet to the beginning of a curve, concave northwesterly, having a radius of 370.00 feet; Thence southwesterly, along said curve, through an angle of 12°28'09", an arc length of 80.52 feet; Thence, South 63° 00'00" West, 140.48 feet to the beginning of a curve, concave southeasterly, having a radius of 230.00 feet; Thence, southwesterly along said curve, through an angle of 22°18'33", an arc length of 89.55 feet; Thence, South 40°41'31" West, 30.95 feet to t h e POINT OF BEGINNING.

Excepting therefrom all minerals, oils, gases and other hydrocarbons by whatsoever name known that may be within or under the parcel of land, without, however, the right to drill, dig or mine through the surface thereof, as to that portion of said land as set forth in the Directors Deed from the State of California, recorded April 26, 1961 In Book 5414, page 332 of Official Records.

Note: Said land is pursuant to Certificate of Compliance for Lot Line Adjustment recorded February 22, 1985 as Instrument No. 85-042626 of Official Records.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Kyle G. Esgate
Professional Land Surveyor

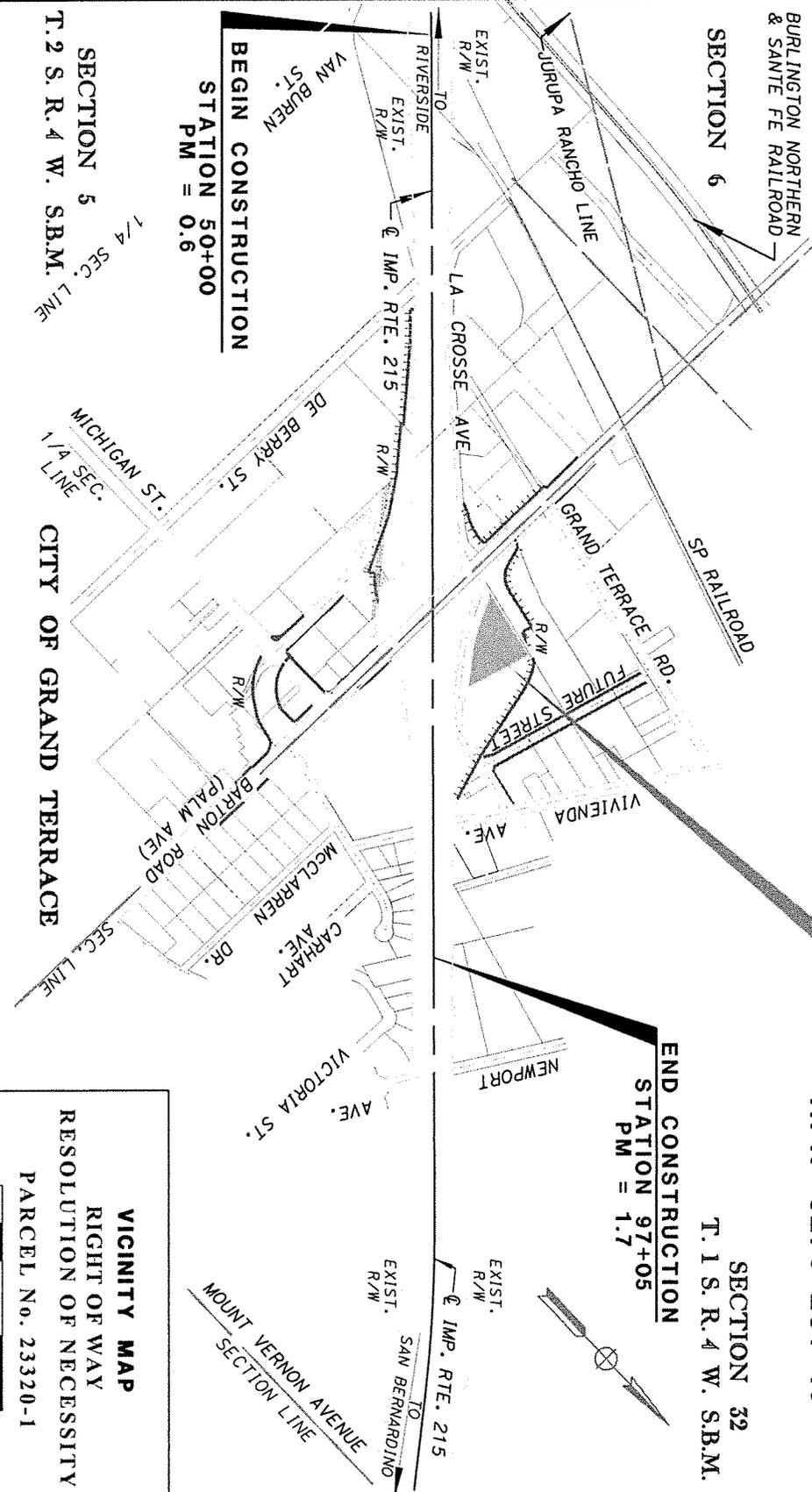
Date October 20, 2015



EXHIBIT "B"

RIGHT OF WAY INDEX MAP
STATE ROUTE 215 AT BARTON ROAD
 CITY OF GRAND TERRACE
 CITY OF COLTON
 COUNTY OF SAN BERNARDINO

PARCEL No. 23320-1
 HAROLD R & MELINDA M CLARK
 12012 LA CROSSE AVE.
 GRAND TERRACE, CA 92313
 APN : 0275-231-46



SECTION 5
 T. 2 S. R. 4 W. S.B.M.
 1/4 SEC. LINE

MICHIGAN ST.
 1/4 SEC. LINE

CITY OF GRAND TERRACE

SECTION 32
 T. 1 S. R. 4 W. S.B.M.
 END CONSTRUCTION
 STATION 97+05
 PM = 1.7

FEET 0 200 800 1600 2000

VICINITY MAP
 RIGHT OF WAY
 RESOLUTION OF NECESSITY
 PARCEL No. 23320-1

REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-3

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	215	1.40	1	2

HADJICONSTANTIS RESOLUTION OF NECESSITY

RESOLUTION NO. 16-007

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF ASSESSOR PARCEL NUMBER 0275-231-68.

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the I-215 and Barton Road Interchange Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 21900 Barton Road in the City of Grand Terrace, California; and

WHEREAS, the Project is intended to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at the intersection of Barton Road/southbound ramps/La Crosse Avenue to improve public safety and alleviate traffic congestion; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project is a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 21900 Barton Road in the City of Grand Terrace, California; and

WHEREAS, in accordance with section 1240.150 of the California Code of Civil Procedure, the Commission provided the owners of record an opportunity to elect between a partial acquisition or a full fee acquisition of the real property in light of the potential impacts, acquisitions, and construction of the Project in the manner proposed. The owners of record elected the full fee acquisition option. Accordingly, this Resolution of Necessity relates to a full fee acquisition of APN 0275-231-68 based on the owner or owners of record's consent; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on October 14, 2015 there was mailed a Notice of Hearing on the Intent of the Commission to consider adoption of a Resolution of Necessity for acquisition by eminent domain of the real property described and depicted in Exhibits "A" and "B" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as the owner or owners of the property described and depicted in Exhibits "A" and "B" (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Grand Terrace as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for December 02, 2015, at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety and alleviate traffic congestion; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of real property as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "B", are necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the real property as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further

authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

Ryan McEachron, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson,
Clerk of the Commission

Attachment: FINAL Hadjiconstantins RON 10.27.15 [Revision 2] (2221 : I-215 Barton Road RONs)

EXHIBIT "A"

"All that certain real property situated in the County of San Bernardino, State of California, described as follows:

That portion of Lot 1, Block "G", according to map of re-subdivision of Grand Terrace Tract, in the City of Grand Terrace, County of San Bernardino, State of California, as per Map recorded in Book 1, Page 33 of Records of Survey, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 1; Thence North 12° East 1035.5 feet more or less to a point which is distant South 12° West, 594.5 feet from the northwest corner of said Lot 2; Thence South 75° East, 475 feet; Thence South 12° West, 909.0 feet; Thence West, 483.8 feet to the point of beginning.

Except therefrom that portion conveyed to the State of California by deed recorded January 22, 1957 In Book 4136, Page 286 of Official Records.

Also except therefrom that portion conveyed to Edward V. Behrens and wife, by deed recorded September 21, 1960 In Book 5240, Page 266 of Official Records.

Also except the following described Parcel:

Commencing at the intersection of the centerline of Barton Road and Grand Avenue as shown on said Record of Survey; Thence North 11° 54' 10" East along the centerline of said Grand Avenue, a distance of 33.72 feet to a line parallel with and 33.00 feet Northerly of the centerline of said Barton Road; Thence East along said parallel line a distance of 252.07 feet; Thence North 14° 44' 10" East a distance of 83.75 feet; Thence North 20° 51' 40" East a distance of 48.00 feet; Thence North 22° 41' 10" East a distance of 109.00 feet; Thence North 17° 55' 40" East a distance of 31.00 feet; Thence North 10° 45' 40" East, a distance of 21.00 feet; Thence North 23° 55' 10" East a distance of 76.00 feet; Thence North 0° 19' 40" East a distance of 33.00 feet; Thence North 11° 34' 10" East a distance of 45.00 feet to the true point of beginning. Thence continuing North 11° 34' 10" East a distance of 480.37 feet to a point perpendicularly distant 30.00 feet Southerly from the Southerly line of Parcel 4 of Parcel Map No. 4522, recorded in Parcel Map Book 43, pages 59 and 60, Records of San Bernardino County; Thence North 75° 05' 30" West parallel to said Southerly line a distance of 251.49 feet to the Easterly line of Grand Terrace Road as shown on said Parcel Map 4522; Thence

Par. No. 23323 (23323-1)-cont.

Northerly 11° 54' 10" East along said Easterly line a distance of 30.04 feet to the Southerly line of said Parcel 4; Thence South 75° 05' 30" East along said Southerly line a distance of 301.59 feet to an angle point in said line; Thence South 11° 54' 10" West a distance of 7.54 feet to the Northerly line of the land conveyed to Ray and Faith Kenney, et al, by deed recorded November 3, 1978 In Book 9553, page 578 of Official Records of said County; Thence South 74° 48' 36" East along the Southerly line of said Parcel 4 and said Northerly line of the land conveyed to Keeney et al, a distance of 153.44 feet to the Northeast corner of said land conveyed to Keeney et al; Thence South 11° 54' 10" West along the Easterly line of said land conveyed to Keeney et al, a distance of 490.28 feet, to an intersection with a line that bears South 78° 25' 50" East from the true point of beginning; Thence North 78° 25' 50" West a distance of 200.44 feet to the true point of beginning."

The above legal description is made pursuant to and in compliance with that certain Certificate of Compliance recorded June 14, 2001 as Instrument No. 20010231648 of Official Records.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

Kyle G. Esgate
Professional Land Surveyor

Date

October 20, 2015



EXHIBIT "B"

**RIGHT OF WAY INDEX MAP
STATE ROUTE 215 AT BARTON ROAD**

CITY OF GRAND TERRACE
CITY OF COLTON
COUNTY OF SAN BERNARDINO

PARCEL No. 23323-1

DEMETRI & JANINE K. HADJICONSTANTIS
21900 BARTON ROAD
GRAND TERRACE, CA 92313

APN: 0275-231-68

SECTION 32
T. 1 S. R. 4 W. S.B.M.

END CONSTRUCTION
STATION 97+05
PM = 1.7

BEGIN CONSTRUCTION
STATION 50+00
PM = 0.6

SECTION 6
BURLINGTON NORTHERN
& SANTE FE RAILROAD
CITY OF COLTON
CITY OF GRAND TERRACE

SECTION 5
T. 2 S. R. 4 W. S.B.M.
1/4 SEC. LINE

CITY OF GRAND TERRACE

REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-3

FEET 0 200 600 1600 2000

VICINITY MAP
RIGHT OF WAY
RESOLUTION OF NECESSITY
PARCEL No. 23323-1

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBD	215	1.30	1	2

Minute Action

AGENDA ITEM: 7

Date: *November 12, 2015*

Subject:

California Department of Toxic Substances Control (DTSC) Agreement for the I-215 Barton Interchange 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:

Approve and authorize the Executive Director to execute Standard California Land Reuse and Revitalization Act (CLRRA) Agreement 15-1001259 for reimbursement to the California Department of Toxic Substances Control (DTSC) for actual costs associated with oversight and implementation of CLRRA for the assessment and remediation of a property located on the Interstate 215 (I-215) Barton Road Interchange Project for an amount not to exceed \$78,857.

Background:

The purpose of this Agreement is to implement the California Land Reuse and Revitalization Act of 2004 (CLRRA) and to reimburse the California Department of Toxic Substances for oversight of the assessment and remediation of Assessor's Parcel Number (APN) 0275-231-68 (Caltrans Parcel ID 23323) which must be acquired by SANBAG in order to construct the I-215 Barton Road Interchange Project (Project).

The I-215 Barton Road Interchange Project is currently in the Right of Way phase. As part of the acquisition process, just compensation of the property must be determined before an offer can be made to the property owner. Because state law requires that a property owner is responsible for costs associated with hazardous waste remediation on the property, routinely, when possible contamination is suspected, "Phase I" environmental evaluation is performed. Thereafter, if the potential for hazardous materials are found by the Phase I to be present, further testing can be performed and cost estimates for remediation can be generated for purposes of determining property value.

This 1.95 acre commercial parcel is located at 21900 Barton Road in Grand Terrace and is owned by Demetri and Janine Hadjiconstantins. The property owners operate and manage a restaurant on the southeast portion of the property and an office building in the center of the property. This property previously housed a strip mall where a dry cleaning business operated until it was destroyed by fire sometime after 2007. Because of the possible release of Tetrachloroethene (PCE), a dry cleaning chemical, physical site testing was performed and PCE was detected. As required by law SANBAG staff notified the property owner and Environmental Health Services. The property owner allowed SANBAG to perform secondary "Phase II" testing, to understand the extent of the release and to test for other volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH), Title 22 metals, and mercury.

Entity: *CTC*

VOCs, specifically the dry cleaning chemical PCE, were detected in soil gas at concentrations greater than screening levels. Other VOCs, TPHs, metals and mercury detected onsite were found to be below their respective screening concentrations. All testing costs have been borne by SANBAG as project costs as the information is necessary to determine valuation of the property.

The levels of contamination are not exceedingly great, but are in excess of regulatory guidelines and as such it is expected that some follow-up work will be required. The removal action will likely include limited soil excavation and/or the extraction (by applied vacuum) of soil vapor containing dry cleaning chemicals. The estimated cost for clean up provided after the Phase II report is \$589,341.

The CLRRRA process allows for the DTSC and SANBAG to negotiate a scope of work that describes a fairly well defined path to DTSC case closure. Upon agreement with DTSC, the scope of work will be repackaged by SANBAG into a site assessment to include a site assessment remedial plan, and a cost estimate. Together SANBAG and DTSC will agree upon a schedule leading to DTSC case closure.

There are other benefits to working under a CLRRRA agreement. Under CLRRRA, during remediation, if a new release is discovered that DTSC considers minor in nature and all necessary response actions to address the release are taken, the CLRRRA agreement provides environmental liability protection for SANBAG. SANBAG must appropriately resolve the release to the satisfaction of DTSC to remain eligible for immunity. This lower level identification by DTSC and immediate involvement of DTSC will save both time and expenses. In addition, another resource agency cannot take an action under an applicable statute to require SANBAG to take a response action, other than the action included within the DTSC approved response plan.

For DTSC's oversight the cost is estimated at \$78,757 with a breakdown included as Exhibit C to the agreement. Reimbursement will be for actual costs and if costs exceed \$78,757 the agreement will be amended. This cost associated with this agreement will be included as part of the parcel cost for APN 0275-231-68. Staff is recommending the approval of the CLRRRA with DTSC which will minimize the risk of environmental liability in acquiring APN 0275-231-68 and will initiate remediation of PCE concentrations on this site.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG approved 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 a draft of the agreement.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001259 Amendment No.: _____ Vendor No.: 03099
 Vendor/Customer Name: Department of Toxic Substances Control (DTSC) Sole Source? Yes No
 Description: CLRRA Agreement for I-215 Barton IC Project
 Start Date: 01/01/2016 Expiration Date: 01/01/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001044 & C12212

Dollar Amount			
Original Contract	\$ 78,857.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 78,857.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 78,857.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/02/2015
 Board of Directors Action: Approve agreement with DTSC

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 _____ (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: Andrea Nieto. Payment to DTSC gets withdraw from administrative contract 15-1001044.

Attachment: 15-1001259 CSS (2130 : DTSC Agreement for Barton IC Project)

STANDARD AGREEMENT
California Land Reuse and Revitalization Act

Docket No. HSA-CLRRA [DOCKET NUMBER]
(the "Agreement")

Overview

The California Land Reuse and Revitalization Act of 2004 ("CLRRA" or the "Act") was enacted by Assembly Bill No. 389, Montanez, on September 23, 2004, and extended and amended by Senate Bill 143, Cedillo, on October 11, 2009.¹ CLRRA provides for an eligible bona fide purchaser ("BFP"), innocent landowner ("ILO"), contiguous property owner ("CPO") or prospective purchaser in contract to acquire a site ("PP") (a "Person" under this Agreement) to qualify for specified immunities from liability for certain response costs or damage claims under applicable State of California ("State") statutes. Under CLRRA, a Person seeking the immunities provided by the Act is required to enter into an agreement with the California Department of Toxic Substances Control ("DTSC") or a California Regional Water Quality Control Board. By entering into this Agreement, *San Bernardino County Transportation Commission (SANBAG)* meets the CLRRA requirements to enter into such an agreement. The CLRRA program is a voluntary program offered to qualified Persons and does not alter existing State law regarding liability for releases or discharges of hazardous substances or hazardous materials not addressed by this Agreement.

SANBAG and DTSC hereby agree as follows:

1. Introduction

- 1.1 Parties. This Agreement is entered into by and between SANBAG and DTSC, who are collectively the "Parties" to this Agreement.
- 1.2 Site Description. This Agreement applies to the "Site" which is defined as the real property located at *21900 Barton Road, Grand Terrace, San Bernardino County, California*, identified by *San Bernardino County Assessor's Parcel Numbers 0275-231-68*. The Site is approximately 1.95 acres in size. The surrounding property includes a recreational vehicle park to the north, commercial property and the 1-215 Freeway to the east, mobile homes to the west, and commercial/industrial property to the south. *The Site has a restaurant on the southeast portion of the property, and an office building in the center of*

¹ Assembly Bill No. 389 added Chapter 6.82 (commencing with Section 25395.60) and Chapter 6.83 (commencing with Section 25395.110) to Division 20 of the Health and Safety Code; Senate Bill No. 143 amended Section 25395.91.

the property. The Site previously housed a strip mall (which contained a dry cleaner) in the south-central portion of the property. The strip mall and dry cleaner, A1-Cleaners burned down sometime after 2007. A diagram of The Site and a location map are attached as Exhibit A.

- 1.3 Jurisdiction. CLRRRA, as codified in Health and Safety Code sections 25395.91-25395.92, authorizes DTSC to enter into an Agreement with SANBAG with respect to the Site.
- 1.4 Purpose. The purpose of this Agreement is to implement CLRRRA for the assessment and remediation of the Site, so that SANBAG may qualify for the immunities afforded under CLRRRA and DTSC may be reimbursed for the costs incurred by DTSC.
- 1.5 Agreement Not an Admission. Entry into this Agreement by SANBAG does not constitute an admission of fact or liability or conclusion of law for any purpose or proceeding nor does it limit or waive any defense to responsibility or liability that may be available to SANBAG under any provision of law.
- 1.6 Agreement Not a Limitation. Nothing in this Agreement limits DTSC's authority to conduct a response action DTSC determines is necessary to protect public health and safety or the environment pursuant to any applicable statute. Except as otherwise expressly provided, nothing in this Agreement limits DTSC's authority to issue an order or take any other action under any provision of law to protect public health and safety or the environment or to pursue any existing legal, equitable or administrative remedies pursuant to State or federal law.

2. Definitions

- 2.1 Unless otherwise specified, definitions of terms used in this Agreement are those set forth in Health and Safety Code, Division 20, Chapters 6.82 and 6.83.

3. Findings

- 3.1 Site History. *The Site is currently occupied by a restaurant on the southeast portion of the property, and an office building in the center of the property. The site previously housed a strip mall (which contained a dry cleaner) in the south-central portion of the property. The strip mall and dry cleaner burned down sometime after 2007.*

3.2 Site Eligibility. Within 180 days of purchase, SANBAG will submit to DTSC a complete application and All Appropriate Inquiries (AAI) report that provides sufficient information for DTSC, pursuant to Health and Safety Code section 25395.92(c), to determine that the Site is an eligible site under Health and Safety Code section 25395.79.2 and to determine that SANBAG meets the

conditions that apply as of the Effective Date of this Agreement to qualify as a *Prospective Purchaser pursuant to Health and Safety Code section 25395.91(a)(2)*. Based on the information submitted in the application, DTSC has determined that the Site meets the definition of a site specified under Health and Safety Code section 25395.79.2 because it is real property located in an urban infill area, its redevelopment is complicated by the presence of hazardous materials, it is not excluded as a National Priorities List site or State superfund site, and it is not solely impacted by a petroleum release.

If, at the time the PP acquires ownership of the Site, the PP continues to meet the requirements of Health and Safety Code section 25395.69, the PP will transition to the status of BFP capable of receiving the immunities of Health and Safety Code section 25395.81. Notice of the ownership change shall be submitted to DTSC in writing at the time of transfer, and a copy of the recorded title transfer document provided for DTSC's files. The anticipated acquisition date is **February 2016**. PP will ensure that AAI is current at the time of acquisition, and provide any applicable updates/documentation to DTSC for verification

- 3.3 Eligibility of SANBAG. Based on the information submitted in the application, DTSC has determined that SANBAG meets the definition of a *Prospective Purchaser pursuant to Health and Safety Code section 25395.91(a)(2)*. SANBAG will make all appropriate inquiries pursuant to HSC Section 25395.65 at the time of acquisition and meets the conditions under Health and Safety Code section 25395.80 that apply as of the effective date of this Agreement.

4. Immunities, Withdrawal and Termination

- 4.1 Immunities. SANBAG will be entitled to the immunities provided for by CLRRRA, subject to its limitations and conditions, upon entry into this Agreement SANBAG will be entitled to the immunities provided for by CLRRRA, subject to its limitations and conditions, upon acquisition of the Site. Any successor-in-interest to the Site will also be entitled to the immunities set forth by CLRRRA provided: (a) such successor-in-interest executes a written agreement (in the form attached hereto as Exhibit E) to assume any remaining obligations under the Agreement not performed by SANBAG, including, without limitation, long-term operation and maintenance; (b) DTSC finds that such successor-in-interest meets all of the qualifying conditions of Health and Safety Code section 25395.80 and either Health and Safety Code sections 25395.69 or 25395.70, as applicable; and (c) DTSC accepts the assumption by such successor-in-interest of the remaining obligations under this Agreement. DTSC's acceptance of the successor-in-interest qualifying under the conditions of Health and Safety Code section 25395.80 and either Health and Safety Code section 25395.69 or section 25395.70, as applicable, shall be evidenced solely by DTSC's execution of the assumption agreement by such successor-in-interest. Such agreement in the executed form shall then be incorporated into the Agreement as a subsequent exhibit.
- 4.2 Withdrawal and Termination. The circumstances and procedures under which SANBAG or DTSC may withdraw from or terminate this Agreement, and the consequences of withdrawal or termination, are as set forth in CLRRRA.
- 4.3 Opportunity to Cure. SANBAG shall be given notice and an opportunity to cure within a reasonable period of time before DTSC terminates this Agreement for an unapproved material deviation from the Agreement pursuant to Health and Safety Code Sections 25395.81(c)(1) and 25395.93(d).

5. Activities

- 5.1 Activities. SANBAG and DTSC agree that the following activities are to be conducted under this Agreement in accordance with the schedule contained in Exhibit B.
- 5.2 Submittal of Existing Data. SANBAG shall make available to DTSC, and shall provide copies of, all known data and information in SANBAG's possession or control concerning contamination at the Site whether or not such data and information was developed pursuant to this Agreement. SANBAG will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site, including the name of the document (if known) and the identity and address of the person/entity with possession of the document (if known).

- 5.3 Site Assessment. SANBAG shall submit a Site Assessment Plan that contains all necessary information required under Health and Safety Code section 25395.94(b) and (c). If DTSC requires a health risk assessment (HRA), SANBAG shall prepare an HRA in accordance with Health and Safety Code sections 25356.1.5(b),(c), and (d).
- 5.3.1 Site Assessment Workplan and Report of Findings. SANBAG shall:
- (a) submit a Site Assessment Plan/Report of Findings containing all information required under HSC §25395.94(b) and (c); or
 - (b) submit a Site Assessment Workplan to conduct a site assessment in accordance with the requirements of Health and Safety Code §25395.94. Upon DTSC's approval, SANBAG shall implement the Site Assessment Workplan. SANBAG shall submit a Report of Findings as part of the Response Plan containing all information required under Health and Safety Code section 25395.94(b) and (c). The Report of Findings and the Site Assessment Workplan together will constitute the Site Assessment Plan required under §25395.94.
- 5.3.2 Approval of Site Assessment Plan. If DTSC finds the Site Assessment Plan is adequate and contains all necessary information required pursuant to Health and Safety Code §25395.94(b) and (c), DTSC will approve the plan and notify appropriate persons, including any public drinking water system that relies on impacted groundwater for public drinking water purposes.
- 5.4 Response Plan. If DTSC determines response action is necessary to prevent or eliminate an unreasonable risk, SANBAG shall submit a Response Plan to DTSC for approval. Once the Response Plan is approved, SANBAG shall implement the Response Plan. The Response Plan shall contain the information specified in Health and Safety Code section 25395.96(a) and (b) and shall provide that implementation of the plan will place the Site in condition that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Public participation shall meet the requirements of Health and Safety Code section 25395.96, including a DTSC public meeting if requested. Upon approval of the Response Plan, DTSC will notify all appropriate persons including *City of Grand Terrace*.
- 5.4.1 Agreement to Implement Response Plan. Pursuant to HSC section 25395.92(d)(1), SANBAG agrees to take all actions required for a response action pursuant to Health and Safety Code, Division 20, Chapter 6.8 and Water Code Division 7. Required actions may include actions necessary to prevent an unreasonable risk before approval of the Response Plan.

- 5.4.2 Schedule for Compliance. The Response Plan shall include a timetable that identifies a schedule for compliance with the response action activities required for the Site.
- 5.4.3 Determination of Appropriate Care. Within sixty (60) calendar days after DTSC receives the Response Plan submitted under Section 5.4, DTSC will make a written determination as to whether proper completion of the Response Plan will constitute appropriate care for the purposes of Health and Safety Code section 25395.67(a).
- 5.4.4 Certificate of Completion. DTSC will issue a certificate of completion upon determining that all response actions have been satisfactorily completed in accordance with the approved Response Plan and that, based upon the data provided to DTSC at the time of the determination, no further remedial action (except compliance with operation and maintenance and land use restriction requirements, if any), is necessary. If the Response Plan includes long-term obligations that have not been completed, including operation and maintenance (O&M) requirements or monitoring, DTSC will not issue a certificate of completion unless DTSC determines that all response actions other than the long-term O&M requirements and monitoring in the Response Plan have been completed, SANBAG has submitted an adequate long-term O&M plan and SANBAG has demonstrated initial compliance with the O&M plan.
- 5.4.5 Notification of Prospective Change in Land Use. After the Response Plan is approved, SANBAG shall notify DTSC of any proposed change in the use or anticipated use of the Site. If the proposed change in use or anticipated use of the Site requires a higher level of protection than use or anticipated use identified in the Response Plan, DTSC may require SANBAG to prepare and implement a new response plan that takes into account the change in use or anticipated use of the Site. SANBAG shall not make any change in use of the Site inconsistent with any recorded land use control without the express approval of DTSC made in accordance with Health and Safety Code section 25395.99(f).
- 5.5 Land Use Controls. SANBAG will execute and record any land use controls required under the approved Response Plan.
- 5.6 Operation and Maintenance. If DTSC determines long-term O&M is required, as provided in an approved Response Plan, DTSC may, as a condition of issuing a certificate of completion, enter into an O&M agreement with SANBAG that governs long-term O&M activities and that provides for adequate financial assurance. SANBAG shall select financial assurance provisions from the options

available in Title 22, California Code of Regulations section 66264.145. DTSC may agree to the assignment and termination of SANBAG's O&M obligations, if any, if it is provided satisfactory evidence of financial assurance for the O&M obligations by the assignee, if applicable, and such successor enters into an acceptable O&M Agreement with DTSC. Such agreement shall not be unreasonably withheld.

- 5.7 CEQA Compliance. SANBAG shall submit to DTSC all documentation necessary for compliance with the California Environmental Quality Act, Public Resources Code sections 21000-21177 (CEQA).
- 5.8 Final Reports. For all final reports, SANBAG shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file Adobe Acrobat version 8.0 or lower.
- 5.9 Endangerment.
- 5.9.1 SANBAG shall notify DTSC's Project Manager, immediately upon learning of any previously unknown condition that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.
- 5.9.2 In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order SANBAG to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.
- 5.10 Further Response Actions. DTSC may require SANBAG to conduct further response actions only under the circumstances set forth in CLRRRA.
- 5.11 Disclosure Provisions. SANBAG will provide all notices and satisfy reporting requirements required by State or federal law with respect to the discovery or release of hazardous substances at the Site.
- 5.12 Exclusion from Permit Requirements. DTSC may exclude any portion of a response action conducted entirely on a site subject to an approved Response Plan from the hazardous waste facilities permit requirements if the Response Plan specifies that the response action will be conducted in compliance with the standards, requirements, criteria or limitations specified in Health and Safety Code Section 25395.100(b), including any condition imposed by DTSC.

- 5.13 Access. While SANBAG is the Prospective Purchaser of the Site, SANBAG shall coordinate access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law.
- 5.14 Notification of Field Activities. To the extent practicable, SANBAG shall inform DTSC at least seven (7) calendar days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected pursuant to this Agreement.

6. Oversight, Management and Payment

- 6.1 Oversight Agreement Managers and Project Managers. Christine Bucklin, is designated by DTSC as its Project Manager for this Agreement. *Paula Beauchamp* is designated by SANBAG as its Project Manager for this Agreement. Each Party will provide at least ten (10) calendar days' advance written notice to the other Party of a change of its designated Project Manager. All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: *Christine Bucklin*
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress California 90630

To: Paula Beauchamp
SANBAG
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

- 6.2 Payment of DTSC's Costs. SANBAG shall follow the procedures for payment of DTSC's oversight costs.
- 6.2.1 Costs Included. SANBAG shall reimburse DTSC for all DTSC's costs. Subject to the provisions of Section 6.2.6 below, SANBAG will reimburse DTSC costs in accordance with Health and Safety Code Division 20, Chapter 6.66. DTSC's costs are recoverable pursuant to Health and Safety Code section 25360.

- 6.2.2 Cost Estimate. An estimate of DTSC oversight costs (“Cost Estimate”) is contained in Exhibit C. The cost estimate is the estimated cost of DTSC oversight of the activities discussed in Section 5, above. The Parties acknowledge that the Cost Estimate is not the final cost figure. DTSC will provide an updated Cost Estimate if the estimated oversight cost increases or the scope of work changes. If the Parties revise the Cost Estimate in Exhibit C, such revision will be incorporated into this Agreement as an amendment to Exhibit C.
- 6.2.3 Payment Procedures. In anticipation of the costs to be incurred under this Agreement, including costs of preparing this Agreement, SANBAG will make an advance payment of **\$39,428.00** within 10 days of the effective date of this Agreement. If the advance payment does not cover all costs payable to DTSC, DTSC will invoice SANBAG quarterly. SANBAG shall pay all invoices within thirty (30) calendar days of the mailing date of the invoice. If payment is not received by DTSC within sixty (60) calendar days of the date of the invoice, SANBAG may be deemed to be in material default of this Agreement. Any payment for billing not received by DTSC within sixty (60) calendar days is subject to interest based on applicable federal and State laws and regulations, including but not limited to Health and Safety Code Section 25360.1.
- 6.2.4 Billing Address. DTSC will provide a Statement of Account to SANBAG at least quarterly. SANBAG’s billing address is:
- SANBAG
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
pbeauchamp@sanbag.ca.gov
(909)884-8276
- 6.2.5 Payment Address. All payments made by SANBAG pursuant to this Agreement shall be by check made payable to DTSC and bearing on its face the site code for the Site **[Site Code]** and the docket number of this Agreement, HSA-CLRRA **xxxxxxx**. Payments shall be sent to:
- Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806
- 6.2.6 Dispute Resolution. If SANBAG disputes DTSC’s billing, or any part thereof, SANBAG shall notify DTSC’s assigned project manager and attempt to informally resolve the dispute with DTSC’s Project Manager [and supervisor or branch chief]. If SANBAG desires to formally request

dispute resolution with regard to the billing, SANBAG shall file a request for dispute resolution in writing within forty-five (45) calendar days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, SANBAG shall pay all costs that are undisputed in accordance with this Section. The filing of a notice of dispute pursuant to this Section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
 Department of Toxic Substances Control
 P.O. Box 806
 Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

6.2.7 Effect of Billing Dispute. The existence of a billing dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

7. Additional Provisions

- 7.1 Exhibits. All Exhibits are incorporated into this Agreement by reference.
- 7.2 Liens. If applicable, DTSC shall have a lien on the property constituting the site for its unrecovered costs of any response action carried out at the Site, if the response action increased the fair market value of the Site that existed before the response action was initiated. DTSC and SANBAG may agree to substitute a lien on another property or other assurance of payment for the unrecovered response costs
- 7.3 Proponent Liabilities. Except as specified in CLRRRA, nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of SANBAG's past, current, or future operations.
- 7.4 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by SANBAG or by related parties in carrying out activities pursuant to this Agreement, nor

shall the State of California be held as a party to any contract entered into by SANBAG or its agents in carrying out the activities pursuant to this Agreement.

- 7.5 Third Party Actions. In the event that SANBAG is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to the Site, SANBAG will notify DTSC in writing within ten (10) calendar days after service of the complaint in the third-party action. However, failure to give such notice within ten (10) calendar days will not be a material breach of this Agreement, and this requirement confers no rights on any third parties not party to this Agreement.
- 7.6 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.
- 7.7 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from this Agreement and the severability shall not affect the enforceability of the remaining terms of this Agreement.
- 7.8 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon SANBAG and its business entity successors and assigns, and upon DTSC and any successor agency of DTSC that may have responsibility for, and jurisdiction over, the subject matter of this Agreement.
- 7.9 Amendment. This Agreement may be amended in writing by mutual agreement of DTSC and SANBAG. Any agreed-upon amendment shall be in writing, shall be signed by both Parties, shall be effective upon the date the amendment is signed by DTSC and, once signed by DTSC, is incorporated in this Agreement. An amendment may include changes to the terms and conditions of this Agreement, including changes to the Schedule in Exhibit B and the Cost Estimate in Exhibit C and addition of another party in Exhibit D (provided that the party meets all of the qualifying conditions of Health and Safety Code section 25395.80 and either Health and Safety Code section 25395.69 or Health and Safety Code section 25395.70, as applicable) and any other changes DTSC determines to be necessary. Such amendment shall then be incorporated into the Agreement as a subsequent exhibit.
- 7.10 Effective Date. The Effective Date of this Agreement is the date when this Agreement is fully executed.
- 7.11 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

7.12 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

STATE OF CALIFORNIA
DEPARTMENT OF TOXIC SUBSTANCES
CONTROL

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

APPROVED

By: _____
Emad Yemut
Unit Chief
Brownfields and Environmental Restoration
Program

By: _____
Ryan McEachron
Board President

ATTEST:

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

LIST OF EXHIBITS

- Exhibit A: Site Map
- Exhibit B: Schedule
- Exhibit C: DTSC Oversight Cost Estimate
- Exhibit D: Amendment to Add an Additional Party
- Exhibit E: Successor Assignment and Assumption Agreement

DRAFT

**EXHIBIT A
Site Map**



Attachment: 15-1001259 SANBAG CLRRRA Aug 17 Draft with DTSC comment responses - MN notes 8-20 [Revision 3] (2130 : DTSC Agreement

EXHIBIT B
Schedule

(Dates in blank to be agreed within 30 days of execution of the Agreement)

If **Party** is unable to perform any activity or submit any document within the schedule outlined below, **SANBAG** shall notify DTSC's Project Manager prior to the date the task was to be completed in the schedule below. If DTSC determines that the revised schedule will have a significant effect on the schedule outlined below or upon its review schedule, the schedule shall be amended pursuant to Section 7.9.

Activity	Schedule
Submit existing data (if any)	Within 10 days of Agreement execution
Submit Community Profile	By XX
Submit Site Assessment Workplan (if necessary)	By XX
Submit Response Plan and/or Report of Findings	By XX
Submit CEQA documentation	Concurrent with the Response Plan.
Submit Public Notice and fact sheet	Within 15 days of the Response Plan submission
DTSC review and comment on Response Plan	Within 30 days of Response Plan submittal
Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice in local newspaper.	Upon DTSC's approval of the Response Plan for public review and comment.
DTSC approval of Response Plan	DTSC to approve Response Plan, if appropriate, after addressing public comments.
Submit Operation, Maintenance and Monitoring Plan (O&M Plan), if required	Within 30 days of DTSC approval of Response Plan or as directed by DTSC
DTSC to provide draft land use restriction, if required	Within 30 days of DTSC's receipt of the O&M Plan.
Implement Response Plan and submit Completion Report	Within 90 days from the date of DTSC's approval of Response Plan
DTSC to provide comments on the Completion Report.	Within 30 days of submittal of the Completion Report
Submit Notice of Ownership Change and Copy of Transfer Document	At the time of transfer
Submit AAI Update/verification of validity	At the time of transfer
DTSC's issuance of a Certificate of Completion or No Further Action	Within 30 days of receipt of an acceptable Completion Report, O&M Plan and Agreement (if required), and the executed land use restriction (if required).

EXHIBIT C
DTSC Oversight Cost Estimate

Type of Agreement: EOA									
Date: December 2014									
Site Name: A1 Cleaners SANBAG									
Site Code: 401711 (11 WP)									
DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Public Participation	HQ CEQA	Legal	Project Assistants
Classification (personnel)	Sr. ES	Sr. HSE	SHSE I	Staff Toxicologist	Senior Engineering Geologist	PPS	Environmental Planner	Attorney III	Associate Program Analyst
TASK: (enter # hrs)									
Agreement Prep./Negotiation	12								
Project Management		16	8						8
Review and comment on existing data (Phase 1 and Phase 2 documents)		6		6	6				
Supplemental Site Characterization									
- Workplan		6		4	6				
- Implementation		6			6				
- Report		10		2	10				
Risk Analysis		8		24					
Public Participation		24				32			
CEQA		24					24		
Removal Action Plan		20		8	20				
Implement Remedial Action		20		4	20				
Design									
Certification		16						8	
Deed Restriction									
Operation & Maint									
Total No. Hours/Class	12	156	8	48	68	32	24	8	8
Hourly Rate/Class	\$152	\$227	\$228	\$179	\$207	\$126	\$132	\$219	\$126
Cost/Class	\$1,824	\$35,412	\$1,824	\$8,592	\$14,076	\$4,032	\$3,168	\$1,752	\$1,008
Contingency (10%)	\$7,169								
Grand Total Cost	\$78,857								
Advance Payment	\$39,428								

EXHIBIT D

[MONTH, DATE, YEAR] AMENDMENT TO ADD AN ADDITIONAL PARTY

This Amendment is made and entered into, by and between the State of California, Department of Toxic Substances Control (“**Department**”) and **[Existing BFP, CPO, ILO, or PP]** and **[Name of Additional Party]** (the " Additional Party") (collectively referred to as the “Parties”).

The Standard Agreement for participating under California's Land Reuse and Revitalization Act (CLRRRA) Program, DTSC Docket No. HSA-CLRRRA **[DOCKET NUMBER]** (the "Agreement") is amended to replace “**[Name of existing BFP, CPO, IO named in the Agreement]**” with “**[Name of existing BFP, CPO, ILO, PP named in the Agreement]** and **[Name of Additional Party]**”.

The **Additional Party** agrees to comply with the amended Agreement.

The Department has verified that the **Additional Party** meets the requirements and conditions for a **[CHOOSE ONE: Bona fide purchaser pursuant to Health and Safety Code section 25395.69, Contiguous Property Owner pursuant to Health and Safety Code section 25395.70, Innocent landowner pursuant to Health and Safety Code section 25395.75, or Prospective Purchaser pursuant to Health and Safety Code sections 25395.91(a)(2) and 25395.69]** and has made all appropriate inquiries pursuant to **Health and Safety Code** section 25395.65 and section 25395.80.

Submittals to the **Additional Party**, pursuant to Section 6.1 of the Agreement, shall be addressed as follows:

[Name of Company]
 [Street Address]
 [City, County, State, Zip Code]
 Attention:
 Telephone:
 Fax:
 Email address:

The Department reviewed the all appropriate inquiries documentation submitted by **[Existing BFP, CPO, PP, and ILO]** and updated as necessary by **[Additional Party]** and has determined that the documentation meets the requirements for a Site Assessment

Plan, pursuant to section 5.2 of this Agreement, and that no changes to the existing Site Assessment Plan are necessary.

Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

Dated: _____
[Typed Name of Person Authorized to Sign on Behalf of existing BFP, CPO, PP or ILO]
[Title]

Dated: _____
[Typed Name of Person Authorized to Sign on Behalf of Additional Party]
[Title]

Dated: _____
[Name of Unit Chief], Unit Chief
Brownfields and Environmental Restoration Program

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assumption Agreement”) is dated as of [_____] [____], (the “Effective Date”), by and among [NAME OF ORIGINAL PARTY/PARTIES TO THE CLRRRA AGREEMENT], a [_____] (“Assignor(s)”), [NAME OF ASSIGNEE/SUCCESSOR], a [_____] (“Assignee”), and, for purposes of consenting to this Assumption Agreement only, the State of California, Department of Toxic Substances Control (“*Department*”).

RECITALS

WHEREAS, Assignor is a party to that certain Standard Agreement For Participating Under California’s Land Reuse and Revitalization Act Program, by and between Assignor and Department, dated as of [_____] (the “CLRRRA Agreement”);

WHEREAS, Assignor wishes to assign to Assignee all of its obligations (from and after the Effective Date) pursuant to this Assumption Agreement effective as of the Effective Date, and Assignee wishes to assume all of Assignor’s obligations (to the extent arising from and after the Effective Date) with respect to the CLRRRA Agreement effective as of the Effective Date; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

1. Assumption. Effective as of the Effective Date, Assignee agrees to hereby assume all of the remaining obligations (to the extent arising from and after the Effective Date) of the CLRRRA Agreement.
2. DTSC’s Determinations. DTSC has determined that the Assignee meets all of the qualifying conditions of Health and Safety Code Section 25395.80 and either Section 25395.69 or 25395.70 of CLRRRA, as applicable, and is qualified to perform any remaining obligations under the CLRRRA Agreement, including, without limitation, long-term operation and maintenance, and, by execution of this Assumption Agreement, has agreed to assume such obligations.
3. Further Actions. DTSC hereby consents to the Assumption by the Assignee of the Assignor’s remaining obligations under the CLRRRA Agreement. Assignor and Assignee each covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request

to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Counterparts. This Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Binding Effect. This Assumption Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their respective successors and permitted assigns.

6. Governing Law. This Assumption Agreement shall be governed by, and be construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement on the date first set forth above.

[Assignor:]
[Title] Dated: _____

[Assignee:]
[Title] Dated: _____

[Name of Unit Chief], Unit Chief
Brownfields and Environmental Restoration Program Dated: _____

Minute Action

AGENDA ITEM: 8

Date: *November 12, 2015*

Subject:

SR-210 Lane Addition and Base Line Interchange 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 Authority, at a regularly scheduled Board meeting:

A. Approve Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Design phase roles and responsibilities, extends the contract to December 31, 2020, and increases project funding by \$1,627,500, including an additional \$945,577 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$681,923 in City of Highland funds, for a new funding total of \$2,974,780, consisting of \$1,728,347 of Measure I Valley Freeway Interchange Program funds and \$1,246,433 of City of Highland funds.

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:

B. Approve Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the SR-210 Base Line Interchange Project, which adds in the Design phase roles and responsibilities, extends the contract to December 31, 2020, and increases project funding by \$1,627,500, including an additional \$945,577 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$681,923 in City of Highland funds, for a new funding total of \$2,974,780, consisting of \$1,728,347 of Measure I Valley Freeway Interchange Program funds and \$1,246,433 of City of Highland funds.

C. Approve Cooperative Agreement No. 15-1001230 with California Department of Transportation (Caltrans) for the SR-210 Lane Addition and SR-210 Base Line Interchange Projects defining roles, responsibilities, and funding associated with the design and right-of-way phases, specifying SANBAG as the lead agency for project administration and funding.

Background:

In June 2015 the Board of Directors Metro Valley Study Session considered these recommendations, along with authorization to release a Request for Proposals (RFP) for Final Engineering and Right-of-Way support services and recommended they move forward to the Board of Directors for approval. Since that meeting, the City of Highland requested revisions to their Amended and Restated Cooperative Agreement to facilitate a loan agreement with SANBAG, and Caltrans also requested revisions to their Cooperative Agreement to further

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

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define right of way roles and responsibilities for our freeway and interchange projects with respect to purchase of property and adoption of Resolutions of Necessity (RONs) for property necessary for the project.

In September 2015, the Board of Directors approved the release of an RFP for Final Engineering and Right-of-Way support services for the combined SR-210 Lane Addition and Base Line Interchange Project. The recommendations for approval of the agreements are now being brought back to the Metro Valley Study Session due to the revisions in both agreements since June 2015.

Recommendations A & B: This is an Amendment and Restatement to an existing Cooperative Agreement. In February 2013, the Board approved Memorandum of Understanding No. C13070 with the City of Highland for the SR-210 Base Line Interchange Project. Concurrently, Cooperative Agreement No. C13027 with the City of Highland was approved by the Board in February 2013 for the planning phase. Amendment No. 1 of the Cooperative Agreement was approved by the Board in September 2013 to combine the planning phase and the Project Approval/Environmental Document(PA/ED). Amendment No. 2 of the Cooperative Agreement was approved by the Executive Director in June 2015 to extend the expiration date of the PA/ED phase.

The existing Cooperative Agreement with the City of Highland needs to be amended and restated to include the Final Design phase and increase funding for this phase to advance the project. The project will be funded with Measure I Valley Freeway Interchange Program funds (Public Share) and City of Highland funds (Local Share) as shown in TABLE 1. This funding is based on the current estimate of probable costs.

TABLE 1

SR-210 Base Line Interchange Funding Summary			
Phase	Total	Public Share (Measure I)	Local Share (City of Highland)
PSR/PR & ED (planning and environmental)	\$1,252,982	\$727,983	\$524,999
PS&E (Design)	\$1,507,500	\$875,858	\$631,642
Project Management	\$214,298	\$124,507	\$89,791
Total	\$2,974,780	\$1,728,347	\$1,246,433

Recommendation C: This is a new Cooperative Agreement. In March 2012, the Board approved Cooperative Agreement No. C12148 with Caltrans for the PA/ED phase for the SR-210 Lane Addition Project. In September 2013, the Board approved Cooperative Agreement No. C13114 with Caltrans for oversight services associated with the Project Study Report-Project Report phase for the SR-210 Base Line Interchange Project.

Both the SR-210 Lane Addition project and the SR-210 Base Line Interchange project are anticipating the completion of the environmental phase in 2016. Since the projects align geographically and share similar delivery schedules, it is proposed that they be combined, beginning with the final design and right of way phases, to save costs and time.

To advance the project, a new Cooperative Agreement with Caltrans for the PS&E and right of way (ROW) phases for the combined SR-210 Lane Addition & Base Line Interchange Project is required. Under this cooperative agreement SANBAG will be responsible for the design, performing various ROW activities leading to the purchase of necessary property in the Commission's name, adoption of RONs when needed, and conveyance and disposal of property.

Caltrans will provide oversight services for these phases. SANBAG, with contributions from the City of Highland for costs related to the interchange project, will provide all the funding for the PS&E and ROW phases. The funding in the agreement for PS&E is \$11,007,500 and \$6,435,000 for ROW capital and support. These amounts are higher than the 2014 Ten-Year Delivery Plan. The increase in PS&E costs is due to a combination of current design and project management estimates. The increase in ROW costs is the result of additional utility relocation costs not anticipated in the original estimate. The SANBAG share of the cost increase can be funded with Measure I Valley Freeway Interchange Program funds and Valley Freeway Program funds, as applicable.

Summary: Staff is recommending Board approval of the Amended and Restated Cooperative Agreement No. C13027 with the City of Highland for the delivery of the Planning, Environmental and Design phases of the SR-210 Base Line Interchange Project and approval of Cooperative Agreement No. 15-1001230 with Caltrans for the SR-210 Lane Addition and SR-210 Base Line Interchange Projects for the design and right-of-way phases.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2015/2016 budget under Projects No. 0803 and 0887.

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 drafts of the agreements.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C13027 Amendment No.: 3 Vendor No.: 01011
 Vendor/Customer Name: City of Highland Sole Source? Yes No
 Description: SR210 Base Line Interchange Cooperative Agreement
 Start Date: 02/06/2013 Expiration Date: 12/31/2016 Revised Expiration Date: 12/31/2020
 Has Contract Term Been Amended? No Yes - Please Explain Add Phases and Exp Date
 List Any Related Contracts Nos.: C13070, C13114, C12137, 16-1001330, 15-1001230, 15-1001231

Dollar Amount			
Original Contract	\$ 434,620.00	Original Contingency	
Revised Contract (Inclusive of Prior Amendments)	\$ 564,510.00	Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment	\$ 681,923.00	Contingency Amendment	
TOTAL CONTRACT VALUE	\$ 1,246,433.00	TOTAL CONTINGENCY VALUE	
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,246,433.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/02/2015
 Board of Directors Action: Approve Agreement

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 _____ (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: C13027-03 CSS [Revision 3] (2132 : SR 210 Lane Addition & Base Line PSE/ROW Coops)

AMENDED AND RESTATED

COOPERATIVE AGREEMENT NO. C13027 (C13027-03)

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND SAN
BERNARDINO COUNTY TRANSPORTATION COMMISSION**

AND

CITY OF HIGHLAND

**FOR PREPARATION OF THE COMBINED PROJECT STUDY REPORT/PROJECT
REPORT AND ENVIRONMENTAL DOCUMENT AND PLANS, SPECIFICATIONS
AND ESTIMATE (PS&E) PHASES FOR THE INTERCHANGE AT BASE LINE AND
STATE ROUTE 210 IN THE CITY OF HIGHLAND**

THIS AMENDED and RESTATED COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority and San Bernardino County Transportation Commission (hereinafter collectively referred to as “SANBAG”) and the City of HIGHLAND (“CITY”), (SANBAG and CITY may be referred to individually herein as a “Party” and collectively “Parties”).

WHEREAS, CITY intends to improve the interchange on State Route 210 (SR 210) at Base Line, in the City of Highland (“PROJECT”); and

WHEREAS, the Parties consider the PROJECT to be a high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study (“Nexus Study”) prepared by the San Bernardino Associated Governments (“SANBAG”), and approved by the SANBAG Board of Directors on November 6, 2013; and

WHEREAS, the PROJECT cost for the Planning, Environmental and PS&E phases is estimated at \$2,974,780 which shall be funded with 41.9% Development Fair Share funds provided by CITY and 58.1% Public Share funds provided by SANBAG, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

WHEREAS, AGREEMENT C13027 dated February 6, 2013, provides for SANBAG to be the lead agency in preparing the Project Initiation Documents for the PROJECT; and

WHEREAS, AMENDMENT NO. 1 TO AGREEMENT C13027 dated August 27, 2013, modified the scope of the Project Initiation Documents to include a combined Project Study Report-Project Report (PSR-PR) in lieu of a Project Approval and Environmental Document (PA&ED); and

WHEREAS, AMENDMENT NO. 2 TO AGREEMENT C13027 dated June 18, 2015, modified the terms of the Agreement to extend the expiration date to December 31, 2016; and

WHEREAS, SANBAG is the lead agency for all phases of a project on SR-210 to add one mixed flow lane in each direction between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands (“SR-210 LANE ADDITION”); and

WHEREAS, the PROJECT is geographically located within the boundaries of the SR-210 LANE ADDITION; and

WHEREAS, constructing the PROJECT concurrently with the SR-210 LANE ADDITION provides viable opportunities to save money and to reduce inconvenience to the public during construction; and

WHEREAS, CITY desires SANBAG to provide project management services for the Planning, Environmental and PS&E phases of the PROJECT in conjunction with the SR-210 LANE ADDITION Project; and

WHEREAS, the Parties wish to further amend and restate this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning, Environmental and PS&E activities of the PROJECT.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

I. SANBAG RESPONSIBILITIES

SANBAG agrees:

- A. To be lead agency for PROJECT Management and to diligently undertake and complete the Planning, Environmental and PS&E work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SANBAG’s Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the cost of PROJECT Management, and Planning, Environmental and PS&E phases of the PROJECT in an amount not to exceed \$1,728,347 (the Public Share amount) as shown in Attachment AR-01. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment AR-01, however, under no circumstances is the total combined SANBAG contribution to exceed \$1,728,347 without an amendment to this Agreement.
- C. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SANBAG's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, and Planning, Environmental and PS&E work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SANBAG.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental and PS&E. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Management, Planning, Environmental and PS&E work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Management, and Planning, Environmental and PS&E work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SANBAG receiving notice of audit findings, which time shall include an opportunity for SANBAG to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SANBAG fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY reserves the right to withhold future payments due SANBAG from any source under CITY's control.
- H. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- I. To provide CITY an opportunity to review and comment on the Planning, Environmental and PS&E documents.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SANBAG for the actual costs incurred estimated at \$1,246,433 towards the PROJECT Management, and Planning, Environmental and PS&E phases of the PROJECT as shown in Attachment AR-01. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment AR-01, however, under no circumstances is the total combined CITY contribution to exceed \$1,246,433 (the Development share amount) without an amendment to this Agreement.

- B. To reimburse SANBAG within 30 days after SANBAG submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by SANBAG. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of SANBAG performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- E. To complete review and provide comments on the Planning, Environmental and PS&E documents within two weeks of receiving the review request from SANBAG.
- F. To provide any CITY permits, inspections, reviews, and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG for the work of the PROJECT.
- G. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the Agreement.

III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that any federal or state funds that are classified as funds that buy down the total cost of the PROJECT, per San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan Policy 40001.IV.I.1, are used, the Parties acknowledge the federal or state funds will be used to reduce Development Share and Public Share, as defined in Attachment AR-01, proportionally. In addition, in the event SANBAG determines PROJECT Management, and Planning, Environmental and PS&E work may exceed the total amount identified in Attachment AR-01 of this Agreement, SANBAG shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the total amount identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by SANBAG for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the Party that determines it is unable to move forward with the PROJECT. If it is mutually decided that the PROJECT will not move forward then repayment of any federal funds used for Public Share will be the responsibility of SANBAG and any federal funds used for the Local Share will be the responsibility of CITY.
- E. Neither SANBAG nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
- G. This Agreement will terminate upon completion of (1) SANBAG's management of the Planning, Environmental, and PS&E phases of the PROJECT, PROJECT closeout and reimbursement of eligible costs by CITY to SANBAG, or (2) December 31, 2020, whichever is earlier in time, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.

- H. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- I. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- J. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- K. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- L. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- M. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- N. If any clause or provisions of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- O. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- P. 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.
- Q. 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.

- R. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- S. This Agreement may be signed in counterparts, each of which shall constitute an original.
- T. Attachment AR-01 listing the Project Description and Project Funding Table is attached to and incorporated into this Agreement.
- U. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

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

If to CITY: Ernie Wong
 Public Works Director/City Engineer
 27215 Base Line Road
 Highland, CA 92346
 Telephone: (909) 864-8732 x 212

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SANBAG.

SIGNATURES ON FOLLOWING PAGE:

Attachment: C13027-03 (2132 : SR 210 Lane Addition & Base Line PSE/ROW Coops)

**SIGNATURE PAGE TO AMENDED and RESTATED
COOPERATIVE AGREEMENT NO. C13027-03**

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
SAN BERNARDINO TRANSPORTATION COMMISSION**

and CITY OF HIGHLAND

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HIGHLAND

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Larry McCallon, Mayor
City of Highland

Date: _____

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

APPROVED AS TO FORM

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Craig Steele
City Attorney

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Procurement Manager

Attachment: C13027-03 (2132 : SR 210 Lane Addition & Base Line PSE/ROW Coops)

Attachment AR-01

PROJECT DESCRIPTION

The CITY of HIGHLAND and SANBAG propose to widen SR 210/Base Line Overcrossing and improve interchange ramps and local streets. It is intended that the Project development will be combined with the State Route 210 Lane Addition Project having SANBAG serve as the lead for all phases of the work.

PROJECT FUNDING TABLE

Public Share: 58.1%

Nexus Development Impact Fee Share (“DIF”, “Development Share” or “Local Share”): 41.9%

Local Jurisdictional Split of the DIF Share: HIGHLAND 100%

PHASE	TOTAL	PUBLIC SHARE	DIF SHARE
PSR/PR & ED	\$1,252,982	\$727,983	\$524,999
PS&E	\$1,507,500	\$875,858	\$631,642
Project Management	\$214,298	\$124,507	\$89,791
Total	\$2,974,780	\$1,728,347	\$1,246,433

Attachment: C13027-03 (2132 : SR 210 Lane Addition & Base Line PSE/ROW Coops)

Contract Summary Sheet

General Contract Information

Contract No: 15-1001230 Amendment No.: Vendor No.: 00456
Vendor/Customer Name: California Dept of Transportation Sole Source? Yes No
Description: 210 Lane Addition & Base Line Interchange - PSE/ROW Cooperative Agreement
Start Date: 11/04/2015 Expiration Date: 12/31/20 (TBD) Revised Expiration Date:
Has Contract Term Been Amended? No Yes - Please Explain
List Any Related Contracts Nos.: C12148 / C13114

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract (Inclusive of Prior Amendments), Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency (Inclusive of Prior Amendments), Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 12/02/2015
Board of Directors Action: Approve Agreement 15-1001230

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: Capital PAA Other
Retention: % Maximum Retention: \$ -
Services: Construction Intragnt/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: 15-1001230 CSS [Revision 1] (2132 : SR 210 Lane Addition & Base Line PSE/ROW Coops)

COOPERATIVE AGREEMENT

State Independent Quality Assurance

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

San Bernardino County Transportation 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, *“Add one mixed flow lane in each direction from Highland Avenue to San Bernardino Avenue (Redlands) includes auxiliary lanes between Base Line and 5th Street and acceleration lane at 5th Street E/B on ramp and deceleration lane at Highland Avenue E/B off ramp. At State Route 210/Base Line IC: Reconstruct/widen Base Line between Church Avenue and Boulder Avenue from 4 to 6 through lanes and extend left turn lanes, widen ramps-W/B exit 1 to 3 lanes, W/B & E/B entrances 1 to 3 lanes”* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W 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:
 - SANBAG is developing the Initial Study/Mitigated Negative Declaration (Cooperative Agreement No. 1524 & 1561) for CALTRANS approval and is anticipated to be completed and April 15, 2016.
 - SANBAG is developing the Categorical Exclusion (Cooperative Agreement No. 1524 & 1561) for CALTRANS approval and is anticipated to be completed April 15, 2016.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, 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 the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. Funding sources, funding amounts, and invoicing/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 details 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. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

11. SANBAG is the IMPLEMENTING AGENCY for PS&E.
12. SANBAG is the IMPLEMENTING AGENCY for RIGHT OF WAY.
13. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
14. 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

15. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that SANBAG'S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

CEQA/NEPA Lead Agency

16. CALTRANS is the CEQA Lead Agency for the PROJECT.
17. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

18. 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.

- 19. 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.
- 20. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Federal Endangered Species Act Consultation
1602 California Department of Fish and Wildlife

Plans, Specifications, and Estimate (PS&E)

- 21. As IMPLEMENTING AGENCY for PS&E, SANBAG is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
- 22. SANBAG will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

SANBAG will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

- 23. As IMPLEMENTING AGENCY for R/W, SANBAG is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
- 24. Right of Way acquisition will not occur prior to the approval of the environmental document. If environmental permits, licenses, agreements, or certifications are needed for the right of way acquisition that those must be obtained prior to the acquisition.

25. The selection of R/W personnel and WORK within the completed PROJECT's SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
26. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
27. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
28. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
29. SANBAG will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
30. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities and administer all right of way consultant contracts in accordance with Right of Way Manual, Section 17.06.04.03, 17.06.04.04, and 17.06.04.05.

SANBAG will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

SANBAG will submit a final Right of Way certification document to CALTRANS for approval prior to the PROJECT advertisement.

31. SANBAG agrees to first acquire any necessary rights-of-way in its own name. Prior to the closeout of this AGREEMENT SANBAG shall transfer title to said rights-of-way to CALTRANS, free and clear of all encumbrances and liens, except as to those items which CALTRANS agrees are not in conflict with CALTRANS use for highway purposes. CALTRANS' acceptance of right-of-way title is subject to review of an "Updated Preliminary Title Report" provided by SANBAG. PARTNERS shall cooperate and use their best efforts to ensure the transfer of title of properties incorporated into the SHS right of way is accomplished no more than 90 days after presentation of properties for acceptance. Upon acceptance, SANBAG will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
32. SANBAG certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for PROJECT. SANBAG agrees to be responsible for hearing and adopting Resolutions of Necessity for PROJECT. SANBAG is responsible for all work associated with hearing and adopting Resolutions of Necessity
33. SANBAG is responsible for conducting and documenting the functional equivalent of the CALTRANS' District Condemnation Evaluation Meeting and the CALTRANS' Condemnation Panel Review Meetings. CALTRANS' Right of Way staff will be invited to any functional equivalent of a Condemnation Panel Review Meeting. CALTRANS' concurrence is required, in advance, for any exception to CALTRANS' or FHWA's right-of-way policies, procedures, or standards.

Schedule

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

Additional Provisions

35. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
36. 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.
37. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
38. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

39. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work 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. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
40. 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.
41. 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.
42. 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.
43. 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.
44. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
45. 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.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

46. 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 will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

47. 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.
48. 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.
49. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
50. 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 the claim.
51. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
52. If the PROJECT expends state or federal funds, each 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.
53. 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*.
54. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

55. 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.
56. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
57. 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.

58. SANBAG will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SANBAG will prepare the Project History File in accordance 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.

GENERAL CONDITIONS

59. 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.
60. All CALTRANS' OBLIGATIONS under 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.

61. 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.
62. 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.
63. 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.
64. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
65. 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.
66. 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.
67. 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.

68. 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.

69. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
70. 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.
71. 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.
72. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

73. 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.
74. 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.

75. PARTNERS agree to sign a 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.
76. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

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.

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

FUNDING SUMMARY – An executed document that includes a FUNDING TABLE 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 Independent Quality Assurance 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.

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.

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

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

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

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

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

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of 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 and 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.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

John Bulinski
District 8 Director

Ryan McEachron
Board President

Certified as to funds:

Concurrence:

Lisa Pacheco
District Budget Manager

Jeffery Hill
Procurement Manager

Attest:

Vicki Watson
Board Secretary

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

FUNDING SUMMARY NO. 01

v. 12

Source	IMPLEMENTING AGENCY →		SANBAG		SANBAG		Totals
	FUNDING PARTNER	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	Totals	
Local	SANBAG	Local	\$11,007,500.00	\$0	\$0	\$11,007,500.00	
Local	SANBAG	Local	\$0	\$1,235,000.00	\$0	\$1,235,000.00	
Local	SANBAG	Local	\$0	\$0	\$5,200,000.00	\$5,200,000.00	
Totals			\$11,007,500.00	\$1,235,000.00	\$5,200,000.00	\$17,442,500.00	

FUNDING SUMMARY No. 01

AGREEMENT 08 - 1611
Project No. 0815000189**Funding****Invoicing and Payment****Plans, Specifications, and Estimate (PS&E)**

1. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

2. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

3. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

FUNDING SUMMARY No. 01

AGREEMENT 08 - 1611
Project No. 0815000189

Signatures

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

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

John Bulinski
District 8 Director

Ryan McEachron
Board President

Date _____

Date _____

District Budget Manager

HQ Accounting



Minute Action

AGENDA ITEM: 9

Date: *November 12, 2015*

Subject:

SR210/Baseline Avenue Term Loan Agreement with the City of Highland

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 Contract No. 16-1001330, a term loan agreement in an amount not to exceed \$662,407 with the City of Highland for the State Route 210/Base Line Interchange Project.

Background:

On February 6, 2013, the City of Highland (City) and SANBAG entered into Contract No. C13027 setting forth the funding and other obligations of the City and SANBAG for the Preliminary Engineering and Environmental Document (PA&ED) Phase for the Interchange at Base Line and State Route 210 in the City of Highland.

To date, there have been two modifications to the Contract: Amendment #1 dated August 27, 2013, modified the scope of the contract to include a combined Project Study Report-Project Report (PSR-PR) in lieu of PA&ED, and Amendment #2 dated June 18, 2015, extended the expiration date to December 31, 2016.

Amendment #3, scheduled for review at the November 12, 2015, Metro Valley Study Session, identifies the funding responsibilities and a request that SANBAG provide project management services for the PSR-PR and Environmental Document (ED) and Plans, Specifications and Estimate (PS&E) phases of the project. In that amendment, the project cost for these phases is estimated at \$2,974,780, which is to be funded with 41.90% Development Impact Fees (DIF) funds provided by the City and 58.1% public share funds provided by SANBAG. The DIF share of the PSR-PR, ED and PS&E phases is estimated to be \$1,246,433 with \$252,822 having already been paid to SANBAG, leaving a balance of \$993,611.

The City has now requested that SANBAG loan the City two-thirds of its estimated local DIF share balance. The City's one-third deposit of the DIF share due upon the Effective Date of the Agreement is \$331,204. SANBAG's loan of two-thirds of the DIF share balance is \$662,407.

The loan follows the Board of Director's established Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005/VFI-23.2 and loan template dated July 7, 2014. As project costs are incurred, SANBAG will send an invoice to the City identifying two-thirds of the City's cost incurred to date and concurrently deduct an amount equal to the invoiced amount from the City's Major

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

November 12, 2015

Page 2

Street Funds, which will then be applied to the project cost under Task 0803. On an annual basis, the City shall transfer to SANBAG all Uncommitted Development Impact Fees collected in the prior Fiscal Year until the Loan Amount is paid in full.

In accordance with the term loan agreement and Policy 40005/VFI-23.2.f, if the City has not repaid the Major Street Program funds by the end of the 10-year term, the term will need to be renegotiated and the City would need to continue to repay the loan until it is retired. If it becomes clear that the full repayment will not occur by the end of Measure I 2010-2040 due to lack of development, the remainder of the loan obligation would need to be fulfilled using the City's Measure I Local Street funds, since interchange related expenditures are an eligible use of Local Street funds. Reassignment of the payback funds would be part of the renegotiated loan agreement.

Financial Impact:

This item is consistent with the Fiscal Year 2015-2016 Budget.

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: November 12, 2015

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001330 Amendment No.: _____ Vendor No.: 01011
 Vendor/Customer Name: City of Highland Sole Source? Yes No
 Description: SR210/Baseline Term Loan Agreement
 Start Date: 11/04/2015 Expiration Date: 06/30/2040 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13027

Dollar Amount			
Original Contract	\$662,407	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$662,407	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$662,407

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 12/02/2015
 Board of Directors Action: Approve term loan agreement 16-1001330

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 _____ (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: Ellen Pollema

Attachment: 16-1001330 CSS [Revision 1] (2068 : SR210/Baseline Term Loan Agreement)

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM**TERM LOAN AGREEMENT****(Policy 40005 VFI 23-2)****CITY OF HIGHLAND****STATE ROUTE 210/BASE LINE INTERCHANGE PROJECT****CONTRACT 16-1001330**

This Term Loan Agreement, nominally dated December 2, 2015, is entered into on the Effective Date by and between the City of Highland, a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On December 5, 2012, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On February 6, 2013, Borrower and Lender entered into Contract No. C13027 setting forth the funding and other obligations of Borrower and Lender for the Preliminary Engineering and Environmental Document (PA&ED) Phase of the State Route 210/Base Line Interchange Project (Project) in the City of Highland.
- C. On September 4, 2013, Borrower and Lender entered into Amendment No. 1 to C13027 delineating roles, responsibilities and funding commitments relative to the preparation of the Project Study Report/Project Report for the Project.
- D. On June 18, 2015, Borrower and Lender entered into Amendment No. 2 to C13027 extending the termination date to December 31, 2016.
- E. On December 2, 2015, Borrower and Lender entered into Amendment No. 3 to C13027 restating the roles, responsibilities and funding commitments relative to the Planning, Environmental and Plans, Specifications and Estimate Phases.
- F. Under Contract No. C13027 Borrower is obligated to fund its Local Share of estimated Project Costs (defined below) in an amount not to exceed \$1,246,433, of which \$252,822 has been paid through Fiscal Year 2014/2015.

G. Borrower has requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-2) in an amount not to exceed \$662,407.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated December 2, 2015, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the date as described in Section 3.9. **Borrower** means the City of Highland, a California city and municipal corporation.

Collateral means Borrower's Uncommitted Development Impact Fees, Valley Major Street Program – Arterial Sub-Program Funds, and Borrower's Local Street Program Pass-Through Funds up to the Loan Amount, as more fully described in Exhibit "A". Borrower's Local Street Program Pass-Through Funds in excess of the Loan Amount are not Collateral.

Contract No. C13027 means the Contract between the City of Highland and the San Bernardino County Transportation Authority for the Planning, Environmental and Plans, Specifications and Estimate Phases of SR210/Base Line Interchange Project, as amended by Amendments 1, 2 and 3.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Valley Freeway Interchange Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees or **DIF** means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

Development Mitigation Annual Report means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

Draw means an advance made by Lender from Borrower's Measure I Valley Major Street Program – Arterial Sub-Program Funds in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

Effective Date means the date this Agreement is executed by Lender.

Lender means the San Bernardino County Transportation Authority.

Lien means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed \$662,407.

Loan Due Date means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

Loan Fee means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%); plus (2) SANBAG management and oversight costs for the Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%). The Local Share is estimated to be \$1,246,433 less \$252,822 paid to date.

Local Share Project Cost Deposit means one-third of the Local Share for the Project, which is Three hundred thirty-one thousand two hundred four dollars (\$331,204). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Street Program Pass-Through Funds means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

Measure I means the one-half of one percent ($1/2\%$) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Nexus Study means that study approved by the SANBAG Board on November 6, 2013, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

Person means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

Project means the Project Phase of State Route 210/Base Line Interchange Project in the City of Highland, as more fully described in Contract No. C13027 and Amendment Nos. 1, 2 and 3.

Project Costs means the total cost of the Project, which are estimated to be \$2,974,780.

Project Phase means the Preliminary Engineering and Environmental Document and Plans, Specifications and Estimate work for the Project.

Public Share means the share of Project Costs assigned as SANBAG's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

SANBAG means the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority.

Term Loan means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

Uncommitted Development Impact Fees means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit "B".

Valley Freeway Interchange Policy means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SANBAG Board April 1, 2009, as revised December 5, 2012 and February 5, 2014.

Valley Major Street Program – Arterial Sub-Program means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program funds available are determined by equitable share allocation amounts to individual local

jurisdictions each fiscal year with a cumulative fund balance carried forward equal to the amount for which the local jurisdiction has not sought reimbursement..

ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. As the Project moves forward, SANBAG shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for two-thirds of Borrower's Local Share of Project Costs incurred to date. Concurrently Lender shall make a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Valley Major Street Program – Arterial Sub-Program funds available to the Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole source of any Draws shall be Borrower's Valley Major Street Program – Arterial Sub-Program funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Valley Major Street Program – Arterial Sub-Program and Local Street Program Pass-Through Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SANBAG for payment of Borrower's Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$331,204, from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit “A”. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than July 31 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date SANBAG issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG’s records as a reduction of the Loan Amount.

3.5 Release of Valley Major Street Program – Arterial Sub-Program. Within thirty (30) calendar days after Lender’s receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2 in an amount equal to Borrower’s Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of two years before the expiration of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower and Lender shall negotiate a Loan repayment plan using Measure I Local Street Program Pass-Through Funds. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower’s obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, Lender shall release its security interest in the Collateral and Lender shall have no further obligation to pay Borrower its Measure I Local Street Program Pass-Through Funds.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2013/2014 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2014 and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of the projects for which Borrower has previously committed to expend Development Impact Fees, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.

5.5 Five-Year Measure I CIP Disclosure. Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower's plan for repayment of the Loan.

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default.

An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the "Applicable Cure Period"), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to

completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender's sole discretion withhold Valley Major Street Program – Arterial Sub-Program Funds or Local Street Program Pass-Through Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG's Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.1;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City of Highland
 Attention: City Manager
 27215 Base Line Street
 Highland, CA 92346
 Fax No.: 909-862-3180

To: Lender

SANBAG
 Attention: Executive Director
 1170 W. Third Street
 San Bernardino, CA 92410
 Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (a) collecting any sum which becomes due Lender under this Agreement,

or (b) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.9 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender’s security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit “A”--Collateral and Exhibit “B”—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

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

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

CITY OF HIGHLAND

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Larry McCallon, Mayor

By: _____
Ryan McEachron
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Craig Steele
City Attorney

Eileen Monaghan Teichert,
General Counsel

ATTEST

By: _____
Betty Hughes, City Clerk

Jeffery Hill, Contract Administrator

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt [Revision 3] (2068 : SR210/Baseline Term Loan Agreement)

**EXHIBIT “A”—COLLATERAL
COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001330**

1. Any and all of the City of Highland Uncommitted Development Impact Fees received by or to be received by the City of Highland, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Highland locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the projects identified in Exhibit “B”.

2. Any and all of City of Highland Measure I Local Streets Program Pass-Through Funds up to the amount of Six hundred sixty-two thousand four hundred seven dollars (\$662,407). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Highland for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

3. Any and all of City of Highland Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of Six hundred sixty-two thousand four hundred seven dollars (\$662,407). Valley Major Street Program – Arterial Sub-Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of Highland for expenditure on Nexus Study Arterial projects.

**EXHIBIT “B”—DIF COMMITTED PROJECTS & DIF AMOUNTS
COMMITTED**

None.

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt [Revision 3] (2068 : SR210/Baseline Term Loan Agreement)

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	X	X		X	X	X		
James Ramos Board of Supervisors		X		X	X	X		X	X	X		
Janice Rutherford Board of Supervisors	X	X		X		X		X	X			
Josie Gonzales Board of Supervisors	X	X	X	X	X	X		X	X	X		
Robert Lovingood Board of Supervisors				X				X	X			
Rich Kerr City of Adelanto		X*	X*		X*							
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X		X	X			
Dennis Yates City of Chino	X	X		X				X	X	X		
Ed Graham City of Chino Hills	X	X	X	X	X	X		X	X			
Frank Navarro City of Colton	X	X	X	X	X	X		X	X	X		
Michael Tahan City of Fontana	X	X	X	X	X	X		X		X*		
Darcy McNaboe City of Grand Terrace		X		X	X	X		X	X	X		
Mike Leonard City of Hesperia												
Larry McCallon City of Highland	X			X				X	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.

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	X			X	X	X		
Paul Eaton City of Montclair	X	X	X	X	X	X		X	X	X		
Edward Paget City of Needles												
Alan Wapner City of Ontario		X	X	X	X			X	X	X		
L. Dennis Michael City of Rancho Cucamonga	X		X	X	X				X	X		
Jon Harrison City of Redlands	X	X	X	X*	X	X		X	X	X		
Deborah Robertson City of Rialto	X	X		X	X	X		X	X			
R. Carey Davis City of San Bernardino	X	X	X	X	X	X		X		X		
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland		X	X	X	X	X		X	X*	X		
Ryan McEachron City of Victorville	X	X	X	X		X		X	X	X		
Dick Riddell City of Yucaipa	X	X	X	X	X	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