

AGENDA

Board of Directors Metro Valley Study Session

January 14, 2016

*****Start Time: 9:30 AM*****

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, 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, Council Member
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, Council Member
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 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

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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 Sully-Miller Contracting Company and Riverside Construction Company, 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 - Project Delivery

3. Amendment 2 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering

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

A. Approve Amendment No. 2 to Contract No. C13130 with Simon Wong Engineering, Inc. A Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$350,000.00 for a revised not-to-exceed amount of \$2,825,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$100,000.00 for a revised amount of \$347,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: Mike Barnum

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

4. Approval of Plans, Specifications, and Estimates for Signalization of the Interstate 215 (I-215) Iowa Avenue and La Cadena Drive Interchange

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

A. Approve the Plans, Specifications, and Estimates (PS&E) package for the I-215 Iowa Avenue / La Cadena Drive Interchange Traffic Signalization Project.

B. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001427.

Presenter: Garry Cohoe

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

5. Metrolink Active Transportation Program - Cooperative Agreements with Stakeholder Cities

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

A. Approve Cooperative Agreement No. 15-1001127 with the City of Montclair for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

B. Approve Cooperative Agreement No. 15-1001128 with the City of Upland for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

C. Approve Cooperative Agreement No. 15-1001129 with the City of Rancho Cucamonga for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

D. Approve Cooperative Agreement No. 15-1001130 with the City of Fontana for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

E. Approve Cooperative Agreement No. 15-1001131 with the City of Rialto for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

F. Approve Cooperative Agreement No. 15-1001132 with the City of San Bernardino for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

G. Authorize the Executive Director to execute the final Cooperative Agreement Nos. 15-1001127, 15-1001128, 15-1001129, 15-1001130, 15-1001131 and 15-1001132 after approval as to form by General Counsel.

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 drafts of the agreements.

6. 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 to proceed to Hearings for Resolutions of Necessity 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 hearings 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. 16-009 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: Furnas Family Trust (Assessor's Parcel Number [APN] 1167-121-09; Caltrans Parcel Number [CPN] 23366). The Resolution must be approved by at least a two-thirds majority of the Board; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-013 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: Terrace Village RV Park (APN 0275-231-69; CPN 23373). The Resolution must be approved by at least a two-thirds majority of the Board; and

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-017 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: Southern California Edison (APN 1167-151-08; CPN 23764). The Resolution must be approved by at least a two-thirds majority of the Board.

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, but not the resolutions.

7. Award On Call Right of Way Legal Services Contracts for Major Projects

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

A. Approve Contract Number 15-1001302 with Woodruff, Spradlin & Smart for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$6,000,000.00 and a five year term; and

B. Approve Contract Number 16-1001425 with Nossaman LLP for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$1,000,000.00 and a five year term.

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 the draft contracts.

8. New Cooperative Agreements and Procurement for Interstate 10/Mount Vernon Avenue 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 Cooperative Agreement No. 15-1001228 with the City of Colton which details roles and responsibilities for completing a Project Study Report/Project Development Support document for \$614,000, consisting of a receivable amount from Colton of \$31,314 and a SANBAG Measure I Valley Freeway Interchange fund commitment of \$582,686; and

B. Approve Cooperative Agreement No. 16-1001423 with Caltrans for a Project Study Report/Project Development Support document for \$99,000 utilizing \$93,951 of Measure I Valley Freeway Interchange funds; and

C. Approve Release of Proposal No. 16-1001420 for the development of a Project Study Report/Project Development Support document.

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 drafts of the agreements and the RFP.

Discussion - Regional/Subregional Planning

9. 2015 Update to the Development Mitigation Nexus Study

That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Congestion Management Agency (CMA), at a regularly scheduled Board meeting.

Approve the 2015 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates.

Presenter: Timothy Byrne

This item is also scheduled for review by Mountain/Desert Policy Committee on January 15, 2016. Information in this agenda item was provided to members the Transportation Technical Advisory Committee.

10. Draft 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

That the following be reviewed and recommended for final approval by the Board of Directors, at a regularly scheduled Board meeting:

A. Receive information on SANBAG staff observations regarding the Draft 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Program Environmental Impact Report (PEIR) released in December 2015 by the Southern California Association of Governments (SCAG).

B. Provide direction to staff regarding potential SANBAG comments on the RTP/SCS and PEIR, due to SCAG on February 1, 2016.

Presenter: Steve Smith

This item is also scheduled for review by the Mountain/Desert Policy Committee on January 15, 2016. Information in this agenda item was reviewed by the Planning and Development Technical Forum on December 16, 2015 and the Transportation Technical Advisory Committee on January 4, 2016.

Discussion - Council of Governments

11. New Contracts 16-1001356, 16-1001432, and 16-1001433 for Public Outreach Services for Major Projects Program

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 Nos. 16-1001356, 16-1001432, and 16-1001433 with Caltrop Engineering, Simon Wong Engineering, and Michael Baker International, respectively, to serve on a consultant bench for On Call Public Outreach Services for the Major Projects Program in a total amount not to exceed \$800,000.00, collectively, for a term of five years.

Presenter: Tim Watkins

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

Discussion - Transportation Programming and Fund Administration

12. SR210/Base Line 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.

13. 2017 Federal Transportation Improvement Program

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

A. Approve the 2017 San Bernardino County Transportation Improvement Program, as shown in Attachment 1 (under separate cover from agenda), to be submitted to Southern California Association of Governments for inclusion in the 2017 Federal Transportation Improvement Program.

B. Authorize staff to amend the 2017 San Bernardino County Transportation Improvement Program as necessary to meet State, Federal, and responsible agency programming requirements.

C. Adopt Resolution No. 16-020, certifying that the San Bernardino County Transportation Commission and other project sponsors have resources available and committed for the first two years of the Federal Transportation Improvement Program (FTIP) and reasonably available for the last four years to fund the projects in the Fiscal Year 2016/2017 through 2021/2022 Transportation Improvement Program, and affirming its commitment to implement all projects in the program.

Presenter: James Mejia

This item is scheduled for review by the Mountain/Desert Policy Committee on January 15, 2016. This item and the resolution have been reviewed by General Counsel.

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
February 11, 2016**

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: January 14, 2016

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:

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C14164	Sully-Miller Contracting Company <i>Raymond Sanchez</i>	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
2-B	C13121	Riverside Construction Company <i>Donald Pim</i>	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.

Entity: CMA, COG, CTA, CTC, SAFE

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			Malcom Drilling Company Match Corporation Old Castle Precast, Inc. Pacific Waterproofing Reycon Construction
3	C13130	Simon Wong Engineering, Inc. a Wholly Owned Subsidiary of Kleinfelder West, Inc. <i>Marc McIntyre</i>	Dynamic Engineering Kleinfelder West Leighton Mendoza & Associates Towill

Item No.	Principals & Agents
6	Furnas Family Trust <i>Ralph R. Furnas & Louise A. Furnas</i>
	Terrace Village RV Park, LLC <i>Tom Murdock</i>
	Southern California Edison <i>Jeanette Bacheldor</i>

7	15-1001302	Woodruff, Spradlin & Smart <i>Craig G. Farrington</i>	None
7	16-1001425	Nossaman, LLP <i>Rick E. Rayl</i>	None
11	16-1001356	Caltrop <i>Marco Barrantes</i>	Betcon, Inc. J-U Public Sierra Group
11	16-1001432	Simon Wong Engineering, Inc. <i>Marc McIntyre</i>	None
11	16-1001433	Michael Baker International <i>Susan J. Harden</i>	AJ Design Connection Consulting Language Network The Greenway Group, Inc.

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: January 14, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *January 14, 2016*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts with Sully-Miller Contracting Company and Riverside Construction Company, Inc.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's twelve on-going construction contracts in the Metro Valley, two 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) C14164 with Sully-Miller Contracting Company for construction of the I-10 Tippecanoe Avenue Interchange Phase II project: CCO No. 16 Supplement 1 (\$3,500.00 additional funds for installing Drainage System No. 13 along the revised alignment to avoid existing subsurface obstacles), CCO No. 19 (no cost/no credit change to adjust the amount of asphalt binder content in the Recycled Hot Mix Asphalt design mix to 7% by dry weight of aggregate as approved by Caltrans), CCO No. 28 Supplement 1 (\$41,219.83 additional funds for relocation of water meters and installation of new natural gas service line and meter not shown on plans), CCO No. 31 Supplements 1 and 2 (\$1,723.04 and \$1,420.07 respectively for additional funds for removal of additional Right of Way chain link fence to facilitate construction of bridge Bent No. 2 and Sound Wall No. 241), CCO No. 34 and Supplement 1 (\$3,569.00 and \$8,818.95 respectively for installation of irrigation service line utilizing copper pipe in lieu of PVC pipe), CCO No. 40 (\$1,000.00 increase to compensate contractor for installation of wire-theft inserts in electrical pull boxes as requested by the City of San Bernardino), CCO No. 41 (\$35,000.00 increase to install rebar couplers as required in bridge closure pour due to shorter than anticipated rebars in existing bridge) and CCO No. 42 (\$10,000.00 increase for reinstalling existing light pole, drive-thru sign and drive-thru clearance sign to facilitate construction on the Bakers restaurant property per right of way requirements).

B. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 13 Supplement 2 (\$10,000.00 additional funds to compensate contractor for costs incurred with encountering subsurface infrastructure not shown on the plans), CCO No. 50 Supplement 1 (\$50,000.00 additional funds to compensate contractor for work associated with installation of sacrificial wall behind Retaining Wall No. 2 and underestimated labor-intensive hand work due to close proximity with natural gas line), CCO No. 51 Supplement 1 (\$21,700.00 additional funds for construction of improvements to TCI property as required by their Right of Way Agreement but not reflected on the contract plans), CCO No. 55 (\$54,294.45 increase for placement of additional ballast and sub-ballast for BNSF track work as requested by BNSF), CCO No. 59 (\$52,690.18 increase to compensate contractor for purchase of additional form-liners to allow for simultaneous construction of the

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

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eastern and western fascia walls thereby expediting the work), CCO No. 60 (\$7,014.30 increase to compensate contractor for adjustments in bid items to eliminate 4 inch elevation difference between various elements of work) and CCO No. 61 (no cost/no credit change to the specifications related to Architectural Treatment (Concrete Surfaces) to allow for use of less expensive form liner material while still providing the required finished surface).

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

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

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040	DS-1 Modifications	\$ 14,000.00
041	Tree Removal and Water Line	\$ 8,500.00
042	Relocation of Gas and Water Services	\$ 12,200.00
043	ADA Requirements on Bridge	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on #4 Lanes	\$ 86,614.00
045	Additional Concrete Swale Along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$ 27,000.00
048	Curb and Sidewalk at SW Corner Valley/Citrus	\$ 5,200.00
050	Mulberry Channel Access Ramp	\$ 45,778.00
051	Street Light Pole Bases	\$ 8,159.00
052	Revise Curb Ramps, Sidewalks & Ped Buttons for ADA	\$ 15,000.00
054	I-10 Median Paving	\$ 44,500.00
056	Misc. Work Not Covered by Contract Items	\$ 40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	Traffic Signal Equipment at Slover and Valley	\$ 59,787.00
060	Caltrans Safety Comments EB on Ramp	\$ 35,000.00
061	Remove Pedestrian Crossing Features	\$ 35,000.00
065	Apprentice Training	\$ 3,600.00
065 S-1	Additional Funds	\$ 1,400.00
066	Hot Mixed Asphalt Price Adjustment	\$ 35,141.65
067	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 147,391.52
068	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 104,127.07
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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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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Attachment: MVSS CCO Log (2403 : Construction Contract Change Orders MVSS1601)

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
40	Claim Payment for Grading work; Exception to PFE	\$ 1,432.30
CCO TOTAL		\$ 518,866.43
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

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

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

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

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11	Sign Quantities, Flashing Beacon & Sign Foundation Modifications	\$ 38,089.58
10 S-1	Additional Funds	\$ 20,000.00
12	Placement of Suitable Embankment Material Westbound Off-ramp	\$ 60,000.00
12 S-1	Additional Funds	\$ 75,000.00
13	Replace Paving at Conejo & Lee	\$ 5,000.00
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
16 S-1	Additional Funds	\$ 3,500.00
17	Driveway Access at 1205 Coulston	\$ 17,177.50
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
18 S-1	Staging Modifications	\$ 0.00
19	Asphalt Binder Adjustment for RHMA Mix Design	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
21	Apprentice Training Program	\$ 6,400.00
22	Grade Transition at Coulston and Conejo	\$ 25,000.00
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
28	Relocate Water Meters and Gas Meter	\$ 12,000.00
28 S-1	Additional Funds	\$ 41,219.83
29	Curb Wall and Hand Railing	\$ 57,973.30
31	Increase in Bid Item Costs	\$ 13,164.12
31 S-1	Additional Funds	\$ 1,723.04
31 S-2	Additional Funds	\$ 1,420.07
32	Repair Damage by Others	\$ 2,000.00
33	Relocate BK Subs Sign	\$ 14,630.21
34	Install Copper Irrigation Service Line In-lieu of PVC Pipe	\$ 3,569.00
34 S-1	Additional Funds	\$ 8,818.95
37	AC Paving Transition at Back of New Sidewalk	\$ 8,000.00
40	Electrical Pull Box Wire Theft Deterrent	\$ 1,000.00
41	Rebar Couplers for Bridge Deck Closure Pour	\$ 35,000.00
42	Reinstalling Bakers Drive Thru Parking Lot Items	\$ 10,000.00
CCO TOTAL		\$ 675,160.60
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

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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
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)

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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
73	Settlement of NOPC No. 2	\$ 0.00
74	Settlement of NOPC No. 5	\$ 8,692.46
75	Settlement of NOPC No. 6	\$ 32,929.10
76	Settlement of NOPC No. 7	\$40,145.13
77	Settlement of NOPC No. 4	\$ 0.00
78	Settlement of Deferred Time – 79 Additional Working Days	\$ 0.00
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

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Laurel Street Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man-Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
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
13 S-2	Additional Funds	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
19 S-2	Additional Funds	\$ 3,673.05
21	Miller's Honey Stairs, Ramps and Parking Lot Modifications	\$ 12,160.00
24	Irrigation Back-flow Substitution	\$ 0.00
30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00
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
50 S-1	Additional Funds	\$ 50,000.00
51	Planter Walls at Adjacent Properties	\$ 16,000.00

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Attachment: MVSS CCO Log (2403 : Construction Contract Change Orders MVSS1601)

51 S-1	Additional Funds	\$ 21,700.00
52	Extend Bridge Concrete Barrier	\$ 4,000.00
53	Supports for Temporary BNSF Overhead Signal Cables	\$ 130,815.65
53 S-1	Decrease Funds	\$ (68,961.20)
55	Additional Ballast/Sub-Ballast	\$ 54,294.45
56	BNSF Signal Cable Trenching	\$11,630.00
57	Profilograph Work on Access Bridge	\$ 3,000.00
59	Additional Form Liners	\$ 52,690.18
60	Bid Item Adjustments to Eliminate 4" Elevation Difference	\$ 7,041.30
61	Form Liner Specification Change	\$ 0.00
CCO TOTAL		\$ 1,381,951.75
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
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)

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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
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

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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
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

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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
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

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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
070 – S1	Additional Funds	\$ 53,858.01
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00
072	Move Gore North for 215/259	\$ 40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$ 0.00
074	Move SCE Connection at 5 th Street	\$ 30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$ 11,530.90
076	Delete Shiner on Retaining Walls, Segment 1	\$ 0.00
077	Modify Drainage Systems G1 to G2 Types	\$ 38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$ 18,890.32
079	Revised Staging Northbound 2 nd Street Off-Ramp – 2 nd Lane Addition	\$ 25,000.00
079 – S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street Bridge	\$ 2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$ 39,480.00
083	Revised SCE Connection Points	\$ 5,358.47
083 – S1	Revised SCE Connection Points – Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00

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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
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

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

116	Intentionally Roughening the Bridge Stems	\$ 0.00
117	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets	\$ 5,000.00
117 – S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 5,000.00
117 – S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 64,836.00
121	Pull Box Anti-Theft Installation	\$ 40,000.00
121 – S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$ 95,000.00
121 – S2	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 10,000.00
121 – S3	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 50,000.00
121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 – S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$ 40,000.00
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
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

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Amounts shown in parentheses represent a credit to the Agency

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

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170 – S1	Export Soil from Old 13 th Street Ramp Off Site	\$ 60,000.00
170 – S2	Additional Funds	\$ 115,965.86
171	Revise 3 rd Street Abutment 2 Footing	\$ 10,118.00
171 – S1	Revise 3 rd Street Abutment 2 Footing – Time Deferment Closure	\$ 0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$ 15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$ 11,519.59
173 – S1	Additional Soffit Lighting at 2 nd Street Bridge – Time Deferment	\$ 0.00
174	Settlement of NOPC NO. 22 – Temporary Lighting	\$ 20,000.00
175	Hubbard State Right-of-Way Adjustment	\$ 10,008.00
175 – S1	Concrete Barrier Right of ‘P’ Line	\$ 75,000.00
175 – S2	Time Deferment – 3 Days	\$ 0.00
175 – S3	Hubbard State Right-of-Way Adjustment – Time Deferment	\$ 0.00
175 – S4	Concrete Barrier Right of ‘P’ Line – Additional Funds	\$ 2,219.07
176	Delete Type 60G Barrier in Segment 1	\$ (7,000.00)
176 – S1	Delete Type 60G Barrier in Segment 1 – Time Deferment	\$ 0.00
177	Paint Sound Wall Cover Plates After Galvanizing	\$ 2,672.13
177 – S1	Paint Sound Wall Cover Plates After Galvanizing – Time Deferment	\$ 0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$ 35,660.00
178 – S1	Railing at ‘P’ Line and ‘R’ Line – Additional Funds	\$ 3,483.84
178 – S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$ 0.00
179	Strengthen Concrete Barrier Rail on ‘3NO’ Line	\$ 18,698.00
179 – S1	Strengthen Concrete Barrier Rail on ‘3NO’ Line – Time Deferment	\$ 0.00
180	Drainage Improvements at 3 rd Street and ‘3SE’ Line	\$ 15,000.00
180 – S1	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Additional Funds	\$ 10,000.00
180 – S2	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 – S1	New Sign Panels on Existing Sign Structures at 5 th Street OC – Time Deferment	\$ 0.00
182	Additional 60E Median Concrete Barrier	\$ 11,808.00
182 – S1	Additional 60E Median Concrete Barrier – Time Deferment	\$ 0.00
183	Location Change for Sign ‘H’ Segment 1	\$ 0.00
184	Sound Wall 134 Alignment Change	\$ (16,635.60)
185	Settlement of NOPC No. 12 – Track Monitoring at RW137	\$ 91,041.00
186	Payment for Barrier Mounted Signs	\$ 149,903.59
186 – S1	Payment for Barrier Mounted Signs – Time Deferment	\$ 0.00
187	Adjust Overhead Sign ‘Q’ at Baseline	\$ 45,000.00
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

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Attachment: MVSS CCO Log (2403 : Construction Contract Change Orders MVSS1601)

193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 – S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 – S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 – Time Deferment	\$ 0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$ 15,000.00
195 – S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 – S1	Spandrel, Curb and Gutter North Side of 9 th and J Street – Time Deferment	\$ 0.00
196 – S2	Spandrel, Curb and Gutter North Side of 9 th and J Street – Additional Funds	\$ 6,158.27
197	ADA Requirements for Curb Ramps	\$ 30,000.00
197 – S1	ADA Requirements for Curb Ramps – Time Deferment	\$ 0.00
198	Delete Slope Paving at 16 th Street Bridge, Abut 7	\$ (26,152.50)
199	SR259 Cross Sections	\$ 75,000.00
199 – S1	SR259 Cross Sections – Time Deferment, 114 Days	\$ 0.00
199 – S2	Additional Funds	\$ 56,141.50
200	Adjust Bid Item No. 49 – Adjust Water Values to Grade	\$ (3,850.11)
201	Adjust Final Pay Items Nos. 137 and 216	\$ 20,506.90
202	Adjust Bid Item No. 53 – Remove Concrete Barrie (Type K)	\$ 267.75
202 – S1	Additional Funds	\$ 401.46
203	Adjust Bid Item No. 9 – Temporary Concrete Washout	\$ 12,815.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$ 3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$ 32,011.20
206	HMA QC/QA Incentive Adjustment	\$ 135,114.79
207	Increase Bid Item No. 8 – Temporary Gravel Bag Berm	\$ 34,065.60
208	Adjust Bid Item No. 46 – Remove Base and Surfacing	\$ (85,031.34)
209	Increase Bid Item No. 2 – Temporary Fence	\$ 8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$ 33,914.64
211	Decrease Bid Item Nos. 28, 191 and 252(F)	\$ (9,097.00)
212	Mulch Remedy	\$ 10,000.00
212 – S1	Mulch Remedy – Time Deferment, 4 Days	\$ 0.00
213	Increase Bid Item No. 254 and 255	\$ 119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$ 10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$ 4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	\$ (48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	\$ (466.40)
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		\$ 19,395,427.28
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 22,471,980.00

Attachment: MVSS CCO Log (2403 : Construction Contract Change Orders MVSS1601)

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

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 (2403 : Construction Contract Change Orders MVSS1601)

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Minute Action

AGENDA ITEM: 3

Date: *January 14, 2016*

Subject:

Amendment 2 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering

Recommendation:

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

A. Approve Amendment No. 2 to Contract No. C13130 with Simon Wong Engineering, Inc. A Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$350,000.00 for a revised not-to-exceed amount of \$2,825,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$100,000.00 for a revised amount of \$347,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

On October 2, 2013, the Board of Directors approved the award of Contract No. C13130 to Simon Wong Engineering for Construction Management services for the Interstate 10 (I-10) Tippecanoe Interchange Improvement Project – Phase II in an amount not-to-exceed \$2,475,000.00 and a contingency amount of \$247,500.00. In June 2015, the Board approved Amendment No. 1 that modified the insurance requirements.

On February 12, 2015, work on the project started with a 218 working day schedule and an original completion date of February 19, 2016. The project as of November 30, 2015, is approximately 45% complete however, 76% of the time to complete has elapsed. The current completion date is May 20, 2015. Delays to the project are attributed to numerous issues including a late start by the contractor, contractor procurement and installation delays, project delays due to unknown buried manmade object (septic tanks, water line, water meters, gas lines,) changes in soil conditions, utility relocations issues, weather delays, and right-of-way issues.

In November 2015, Simon Wong Engineering advised staff that due to the extended construction duration that additional funds would be needed to provide construction management services through construction completion in May 2016, plus an estimated two (2) months for project closeout. Staff has met with the consultant, reviewed their estimate of cost to complete and negotiated an increase in fee of \$350,000.00 for a total not to exceed amount of \$2,825,000.

Staff also recommends the contingency be increased by \$100,000 for a total contingency of \$347,500.00. The total not-to-exceed amount, including contingency, is \$3,172,500.00.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

Page 2

The increase to this contract can be funded from savings realized in the construction phase for Phase I so that there is no net increase to the total project cost.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 Budget under Task No. 0830 Interchange Projects (Subtask 0842).

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 amendment.

Responsible Staff:

Mike Barnum, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C13130 Amendment No.: 2 Vendor No.: 02864
 Vendor/Customer Name: Simon Wong Engineering Sole Source? Yes No
 Description: Construction Management Services I 10 Tippecanoe Ave. IC Phase 2
 Start Date: 08/20/2014 Expiration Date: 12/31/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12196,R10200, C12183, C14164

Dollar Amount			
Original Contract	\$ 2,475,000.00	Original Contingency	\$ 247,500.00
Revised Contract (Inclusive of Prior Amendments)	\$ 2,475,000.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 247,500.00
Current Amendment	\$ 350,000.00	Contingency Amendment	\$ 100,000.00
TOTAL CONTRACT VALUE	\$ 2,825,000.00	TOTAL CONTINGENCY VALUE	\$ 347,500.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 3,172,500.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: Approve Amendment # 2 C13130 and increase Contingency

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 26%

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: Mike Barnum

Attachment: C13130-02 CSS [Revision 3] (2456 : Amendment No. 2 to C13130 Simon Wong Tippecanoe IC Phase 2)

AMENDMENT NO. 2 TO CONTRACT NO. C13130

FOR

**CONSTRUCTION MANAGEMENT SERVICES FOR I-10 TIPPECANOE AVENUE
INTERCHANGE PHASE 2 PROJECT**

(SIMON WONG ENGINEERING, INC.)

This AMENDMENT No. 2 to CONTRACT No. C13130 is made by and between Simon Wong Engineering, Inc, a wholly-owned subsidiary of Kleinfelder West, Inc. (“CONSULTANT”) and the San Bernardino County Transportation Commission (“AUTHORITY”):

RECITALS:

- A. AUTHORITY, under Contract No. C13130 (“Contract”), dated August 20, 2014, has engaged the services of CONSULTANT to provide Construction Management Services for the I-10 Tippecanoe Avenue Interchange Phase 2 Project;
- B. On July 23, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 1 replacing contract language regarding insurance under Article 19.1 “Professional Liability”.
- C. AUTHORITY and CONSULTANT desire to further amend the Contract Allowable Cost to provide for construction management services through project closeout activities.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Section 5.1 under Article 5 “ALLOWABLE COST AND PAYMENTS” is deleted and replaced in its entirety to read as follows:

“5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed \$2,825,000.00, unless authorized by a contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Attachment B, which is attached herein and by this reference, incorporated in and made part of this Contract.”

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 2, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 2 is effective upon execution by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 below.

SIMON WONG ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: _____
Marc McIntyre, PE
Vice President/Principal-in Charge

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C13130-02 - Simon Wong Engineers Amendment [Revision 5] (2456 : Amendment No. 2 to C13130 Simon Wong Tippecanoe IC

Minute Action

AGENDA ITEM: 4

Date: *January 14, 2016*

Subject:

Approval of Plans, Specifications, and Estimates for Signalization of the Interstate 215 (I-215) Iowa Avenue and La Cadena Drive Interchange

Recommendation:

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

- A. Approve the Plans, Specifications, and Estimates (PS&E) package for the I-215 Iowa Avenue / La Cadena Drive Interchange Traffic Signalization Project.
- B. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001427.

Background:

The I-215 Bi-County Project added High Occupancy Vehicle (HOV) lanes in both directions of I-215 from Orange Show Road in the City of San Bernardino to Spruce Street in the City of Riverside. As part of the project, improvements to the on and off ramps of the I-215 Iowa Avenue and La Cadena Drive Interchange were included. Prior to the project, the southbound off ramp on the interchange merged with the northbound lane of La Cadena Drive before intersecting with Iowa Avenue; this resulted in weaving conditions between local traffic and traffic exiting the freeway. With the I-215 Bi-County Project, La Cadena Drive was separated from the ramp and was realigned to the Iowa Avenue intersection to the north. The I-215 Bi-County Project did not initially propose to signalize either the new I-215 southbound off-ramp to Iowa Avenue Intersection or the new Iowa Avenue/La Cadena Drive Intersection; rather, both intersections were constructed as stop-sign controlled. A subsequent traffic signal warrant study prepared for both intersections justified addition of traffic signals to improve traffic operations and enhance safety for regional travelers. In June 2015, the Board approved Cooperative Agreement No. 15-1001311 with the California Department of Transportation (Caltrans) where Caltrans agreed to contribute a lump sum amount of \$281,000 towards the total cost of the proposed signal improvements, estimated at \$573,440. Under the cooperative agreement, SANBAG agreed to lead the project through development and construction and fund the balance of costs.

The plans and specifications of the signal improvements have been completed and have been reviewed and concurred by Caltrans and approved by the City of Colton Public Works Department. Staff is recommending that the Board approve the plans, specifications, and estimates for the project. With the Board's approval, staff can begin preparations to advertise the project. Since the estimated capital cost is less than \$1 million, the Invitation for Bids (IFB) for

Entity: *CTC*

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

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the project will be released with the SANBAG Executive Director's approval in accordance with Board delegated authority under SANBAG Contracting and Procurement Policy 11000.

Per the cooperative agreement, SANBAG is to request payment for the State's contribution after construction contract award and within the same fiscal year that the contribution is allocated. Staff is therefore requesting authorization to proceed directly to the Board for construction contract award without prior Metro Valley Study Session review to ensure that the contract is awarded within the current fiscal year. The construction contract will be awarded based on the lowest responsible bid.

Financial Impact:

This item is consistent with the 2015/2016 Fiscal Year Budget. The project will be funded with Measure I Valley Freeway Funds (4110) and a lump sum contribution from Caltrans.

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: January 14, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: *January 14, 2016*

Subject:

Metrolink Active Transportation Program - Cooperative Agreements with Stakeholder Cities

Recommendation:

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

A. Approve Cooperative Agreement No. 15-1001127 with the City of Montclair for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

B. Approve Cooperative Agreement No. 15-1001128 with the City of Upland for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

C. Approve Cooperative Agreement No. 15-1001129 with the City of Rancho Cucamonga for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

D. Approve Cooperative Agreement No. 15-1001130 with the City of Fontana for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

E. Approve Cooperative Agreement No. 15-1001131 with the City of Rialto for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

F. Approve Cooperative Agreement No. 15-1001132 with the City of San Bernardino for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

G. Authorize the Executive Director to execute the final Cooperative Agreement Nos. 15-1001127, 15-1001128, 15-1001129, 15-1001130, 15-1001131 and 15-1001132 after approval as to form by General Counsel.

Background:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with Moving Ahead for Progress in the 21st Century (MAP-21). SANBAG was successful in receiving a grant of ATP funds for the Metrolink Station Accessibility Improvement Project,

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

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Phase 1 in the amount of \$4,678,729. The project will benefit multiple jurisdictions in San Bernardino County by providing safe pedestrian/bicycle access, wayfinding signage to direct users to the transit centers, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six cities.

The California Department of Transportation (Caltrans) is anticipated to approve a Categorical Exclusion under the National Environmental Policy Act (NEPA) for the project in January. On January 6, 2016, the SANBAG Board of Directors will determine whether to authorize the Director of Project Delivery to approve a Categorical Exemption under the California Environmental Quality Act (CEQA) for the project upon Caltrans approval of the corresponding NEPA document. Upon environmental clearance, this project will proceed to the design and right of way phase.

Recommendations A, B, C, D, E, & F: These are new Cooperative Agreements. To advance the project, Cooperative Agreements with the City of Montclair, the City of Upland, the City of Rancho Cucamonga, the City of Fontana, the City of Rialto and the City of San Bernardino are required to define roles, responsibilities and funding associated with the design, right-of-way and construction phases. These agreements define the San Bernardino County Transportation Commission (SANBAG) as the lead agency for project administration and funding with each stakeholder city providing project support at their own cost. The funding for Phase 1 improvements consists of ATP, Transportation Development Act (TDA) Article 3 and local funds as shown in TABLE 1.

TABLE 1

Fund	Amount
ATP – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

City incurred costs as shown in TABLE 1 include costs associated with services such as permits, plan check reviews, staff time and inspection services.

Recommendations G: The attached agreements have been reviewed substantially as to form by General Counsel and are currently in various stages of execution by each stakeholder city. Allocation of the ATP Federal Grant Funds for design needs to occur in the 2015/2016 fiscal year and timely execution of these agreements is needed to support the tight delivery schedule. As a result, staff is requesting authorization for the Executive Director to sign the final agreements upon approval as to form by General Counsel.

Staff is recommending Board approval of the six Agreements for the Metrolink Station Accessibility Improvement Project for the design, right-of-way and construction phases and to authorize the Executive Director to sign the final agreements upon approval as to form by General Counsel.

Financial Impact:

Board of Directors Metro Valley Study Session Agenda Item

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This item is consistent with the current amended 2015/2016 fiscal year budget under Task No. 0404 for the Metrolink Station Accessibility Improvements Project (Project 0401). Funding sources are \$4,678,729 of new Active Transportation Program (ATP) funds and \$250,000 of TDA Article 3 funds.

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:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001127 Amendment No.: 0 Vendor No.: 01455
 Vendor/Customer Name: City of Montclair Sole Source? Yes No
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
 Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: _____ Authorize Execution

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: 15-1001127 CSS Metrolink ATP Montclair [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001127

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF MONTCLAIR

FOR

PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT

Attachment: 15-1001127 Metrolink ATP Montclair [Revision 2] (2382 : Metrolink ATP City Coops)

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Montclair (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Montclair are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
 - E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
 - F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
 - G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
 - H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
 - I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
 - J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
 - K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
 - L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.
- V. MUTUAL RESPONSIBILITIES:
- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
 - B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
 - C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of Montclair
 - 5111 Benito Street
 - Montclair, CA 91763
 - Attention: Michael C. Hudson
 - Public Works Director/City Engineer
 - b. If to SANBAG:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001127
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF MONTCLAIR

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Diane Robbins
City Attorney

Attachment: 15-1001127 Metrolink ATP Montclair [Revision 2] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

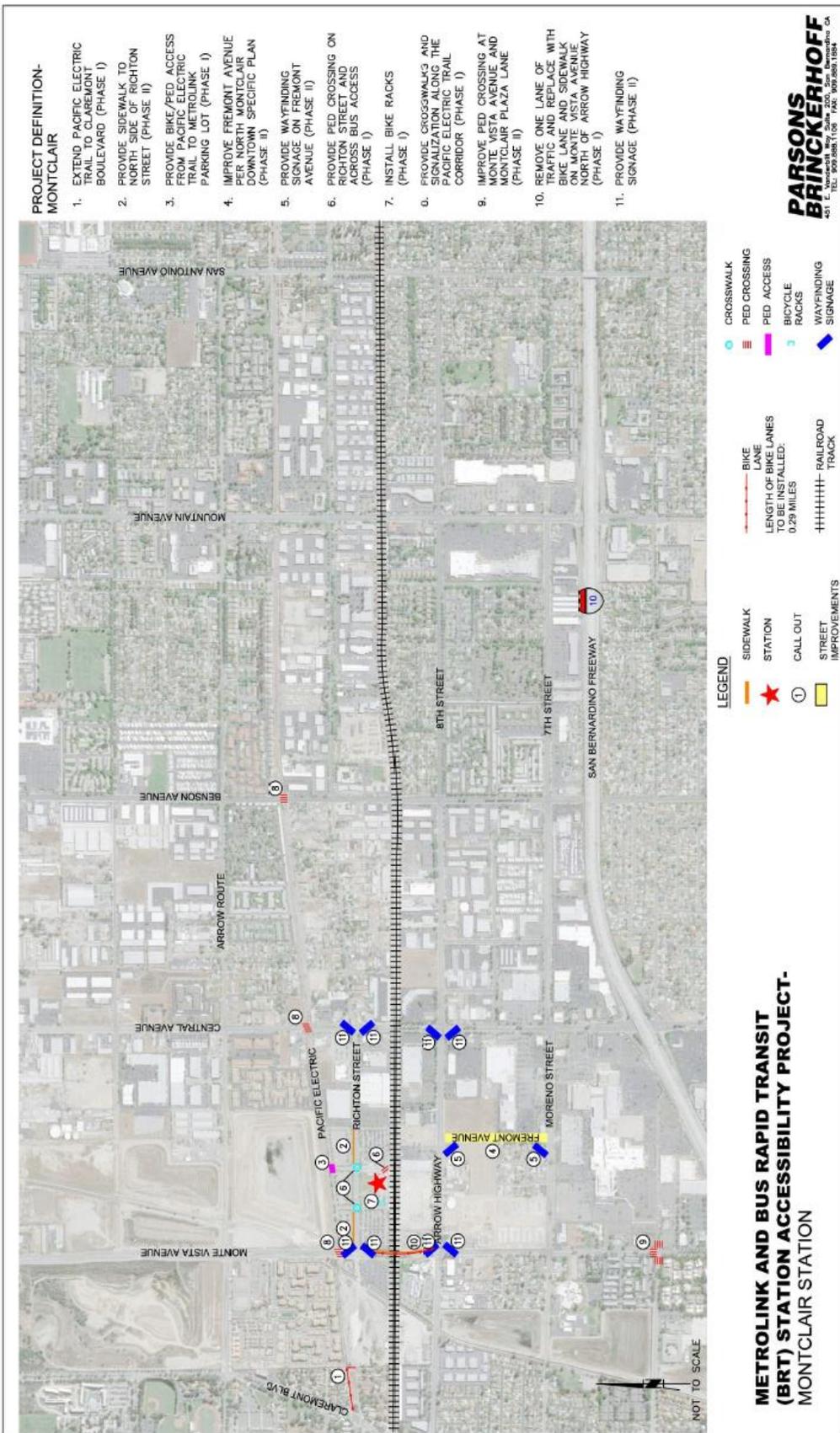
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B CONCEPTUAL LAYOUT



Attachment: 15-1001127 Metrolink ATP Montclair [Revision 2] (2382 : Metrolink ATP City Coops)

Contract Summary Sheet

General Contract Information

Contract No: 15-1001128 Amendment No.: 0 Vendor No.: 02268
 Vendor/Customer Name: City of Upland Sole Source? Yes No
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
 Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: _____ Authorize Execution

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: 15-1001128 CSS Metrolink ATP Upland [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001128

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF UPLAND

FOR

PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT

Attachment: 15-1001128 Metrolink ATP Upland [Revision 2] (2382 : Metrolink ATP City Coops)

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Upland (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Upland are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of Upland
 - 460 N. Euclid Avenue
 - Upland, CA 91786
 - Attention: Bob Critchfield
 - Public Works Department
 - b. If to COMMISSION:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Coho
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001128
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF UPLAND**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF UPLAND

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
City Attorney

Attachment: 15-1001128 Metrolink ATP Upland [Revision 2] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

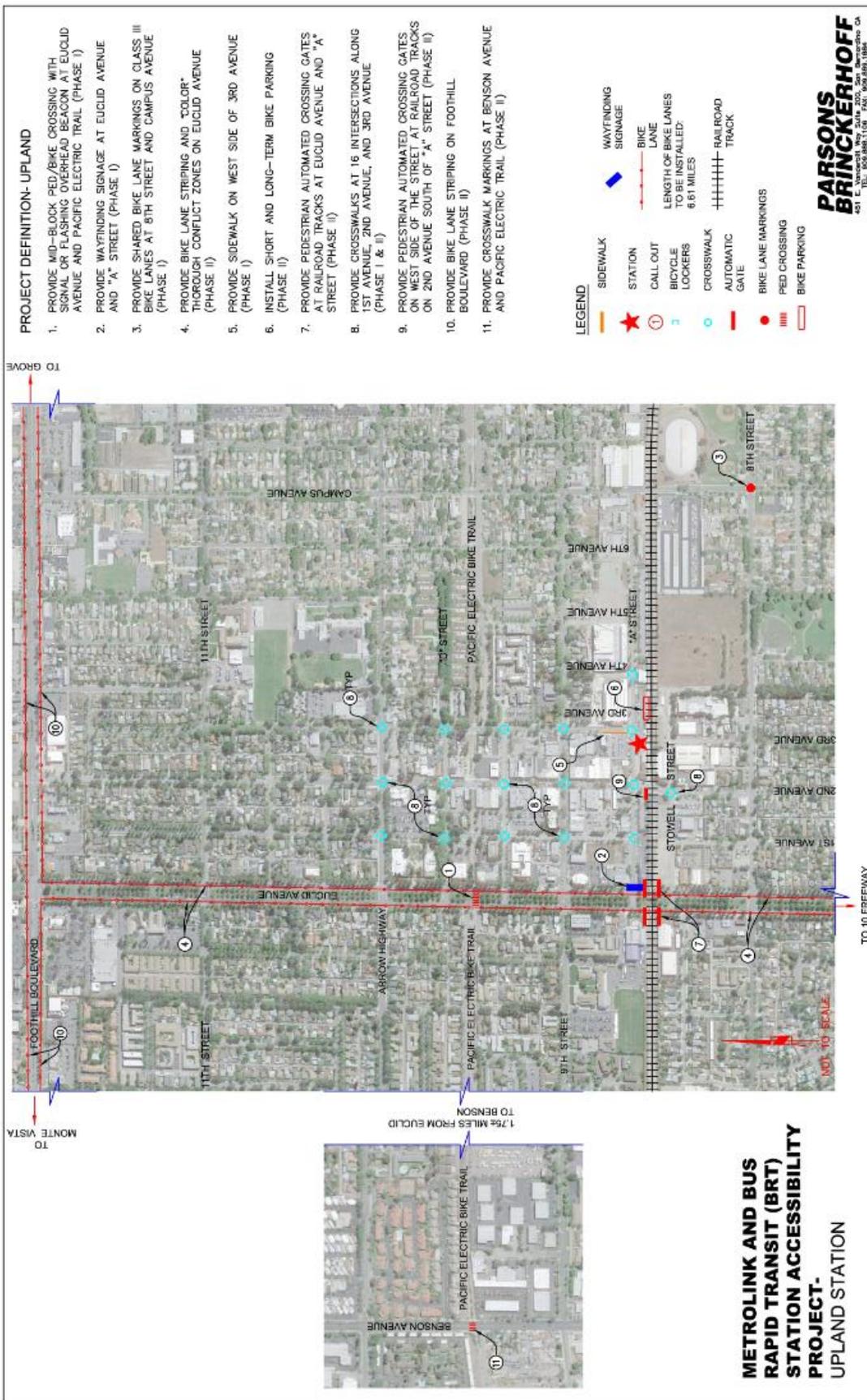
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B CONCEPTUAL LAYOUT



Attachment: 15-1001128 Metrolink ATP Upland [Revision 2] (2382 : Metrolink ATP City Coops)

Contract Summary Sheet

General Contract Information

Contract No: 15-1001129 Amendment No.: 0 Vendor No.: 01755
Vendor/Customer Name: City of Rancho Cucamonga Sole Source? Yes No
Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date:
Has Contract Term Been Amended? X No Yes - Please Explain
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:
Board of Directors Date: 02/03/2016
Board of Directors Action: Authorize Execution

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: Capital PAA Other
Retention: % Maximum Retention: \$
Services: Construction X 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: 15-1001129 CSS Metrolink ATP Rancho Cucamonga [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001129

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF RANCHO CUCAMONGA

FOR

PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Rancho Cucamonga (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Rancho Cucamonga are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements from the PROJECT Owner; and

F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. **COMMISSION RESPONSIBILITIES:**

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.
- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.

- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.
- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.

- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.
- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.

- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of Rancho Cucamonga
 - 10500 Civic Center Drive
 - P.O. Box 807
 - Rancho Cucamonga, CA 91739-0807
 - Attention: Mark Steuer
 - City Engineer
 - b. If to COMMISSION:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001129
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF RANCHO CUCAMONGA**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF RANCHO CUCAMONGA

By: _____
Raymond W. Wolfe
Executive Director

By: _____
L. Dennis Michael
Mayor

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
James L. Markman
City Attorney

Attachment: 15-1001129 Metrolink ATP Rancho Cucamonga [Revision 3] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

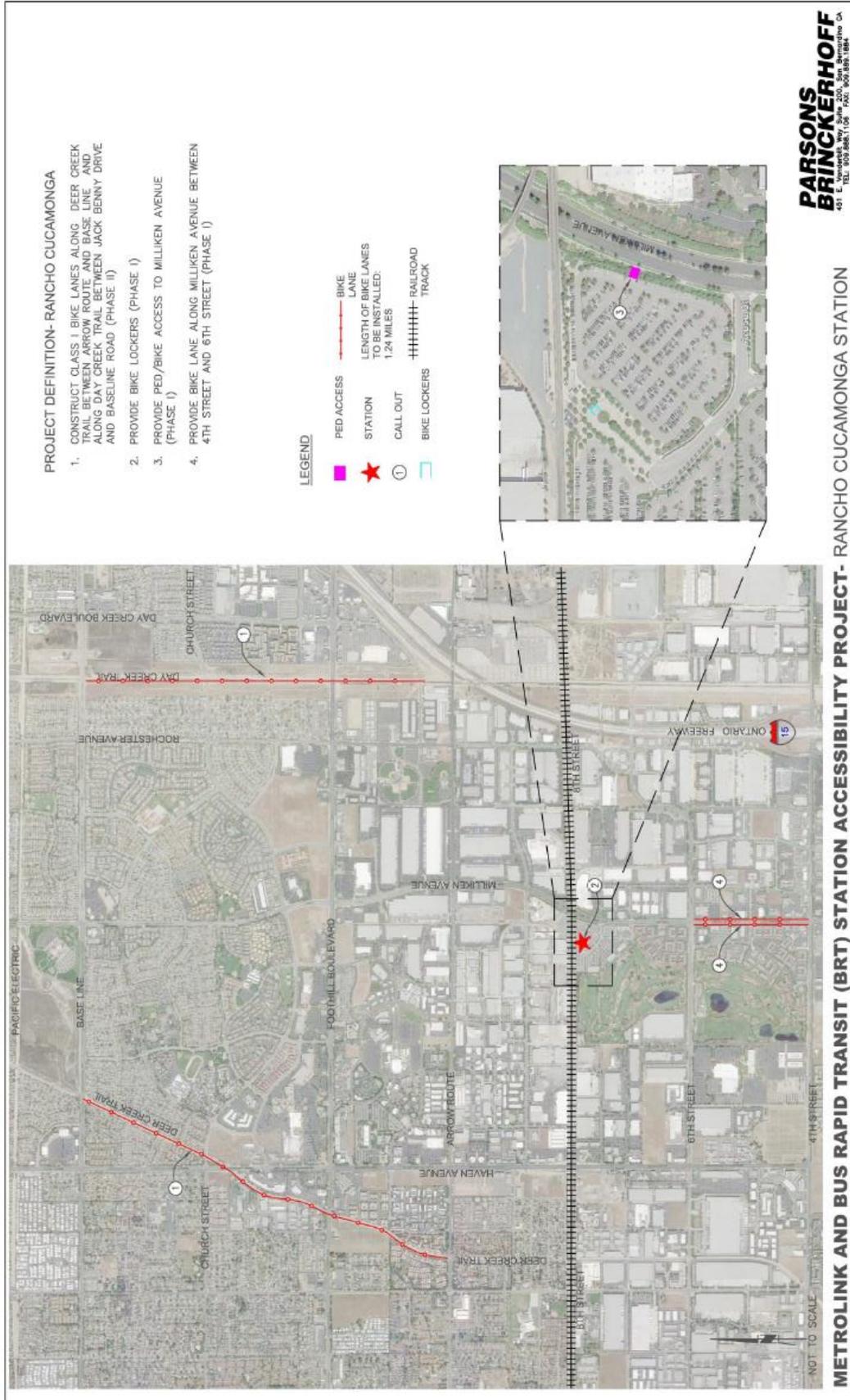
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B CONCEPTUAL LAYOUT



Contract Summary Sheet

General Contract Information

Contract No: 15-1001130 Amendment No.: 0 Vendor No.: 00828
 Vendor/Customer Name: City of Fontana Sole Source? Yes No
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
 Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: _____ Authorize Execution

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: 15-1001130 CSS Metrolink ATP Fontana [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001130
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF FONTANA
FOR
PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE
(PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE
SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT
PROJECT

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Fontana (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Fontana are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. **COMMISSION RESPONSIBILITIES:**

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.
- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received

by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including

surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.

- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of Fontana
 - 8353 Sierra Avenue
 - Fontana, CA 92335
 - Attention: Noel Castillo
 - Engineering Manager
 - b. If to SANBAG:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001130
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF FONTANA**

CITY OF FONTANA

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: _____
Kenneth R. Hunt
City Manager

By: _____
Raymond W. Wolfe
Executive Director

Attest:

By: _____
Tonia Lewis, City Clerk

Aproved as to form and procedure:

Approved as to form:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
Debbie M. Brazill, Deputy City Manager
Development Services Organization

By: _____
Ricardo Sandoval
Director of Engineering/City Engineer

By: _____
Annette Henckel, Director of
Human Resources and Risk Management

**IN COMPLIANCE WITH CITY PURCHASING AND CONTRACT ADMINISTRATION
POLICIES/PROCEDURES**

By: _____
Lisa Strong
Management Services Director

By: _____
Purchasing

Attachment: 15-1001130 Metrolink ATP Fontana [Revision 2] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

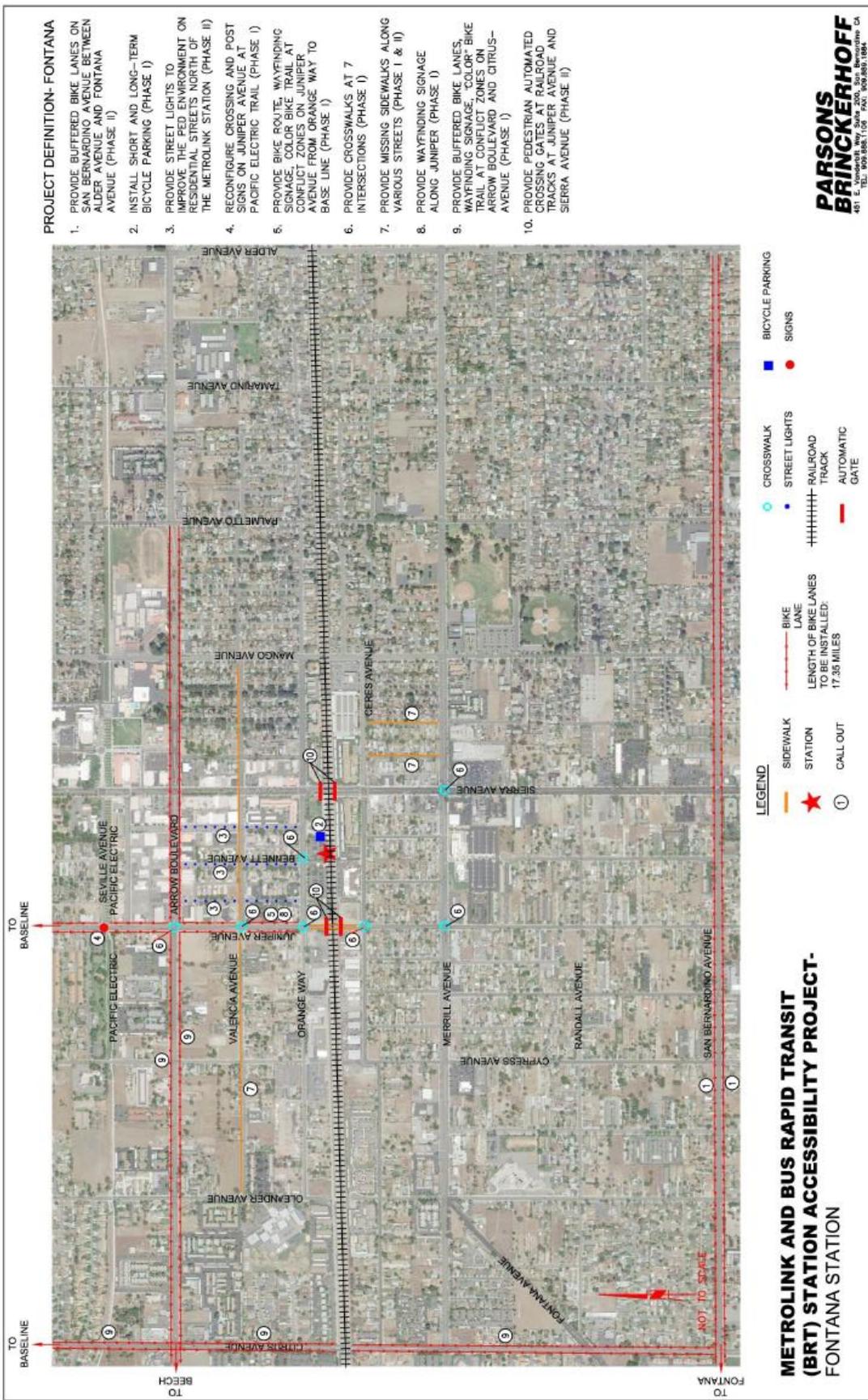
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B CONCEPTUAL LAYOUT



Attachment: 15-1001130 Metrolink ATP Fontana [Revision 2] (2382 : Metrolink ATP City Coops)

Contract Summary Sheet

General Contract Information

Contract No: 15-1001131 Amendment No.: 0 Vendor No.: 01801
 Vendor/Customer Name: City of Rialto Sole Source? Yes No
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
 Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: _____ Authorize Execution

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: 15-1001131 CSS Metrolink ATP Rialto [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001131

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF RIALTO

FOR

PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Rialto (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Rialto are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of Rialto
 - 150 S. Palm Avenue
 - Rialto, CA 92376
 - Attention: Public Works Director
 - b. If to SANBAG:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001131
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF RIALTO**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF RIALTO

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Deborah Robertson
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Fred Galante, Esq.
City Attorney

Attachment: 15-1001131 Metrolink ATP Rialto [Revision 3] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

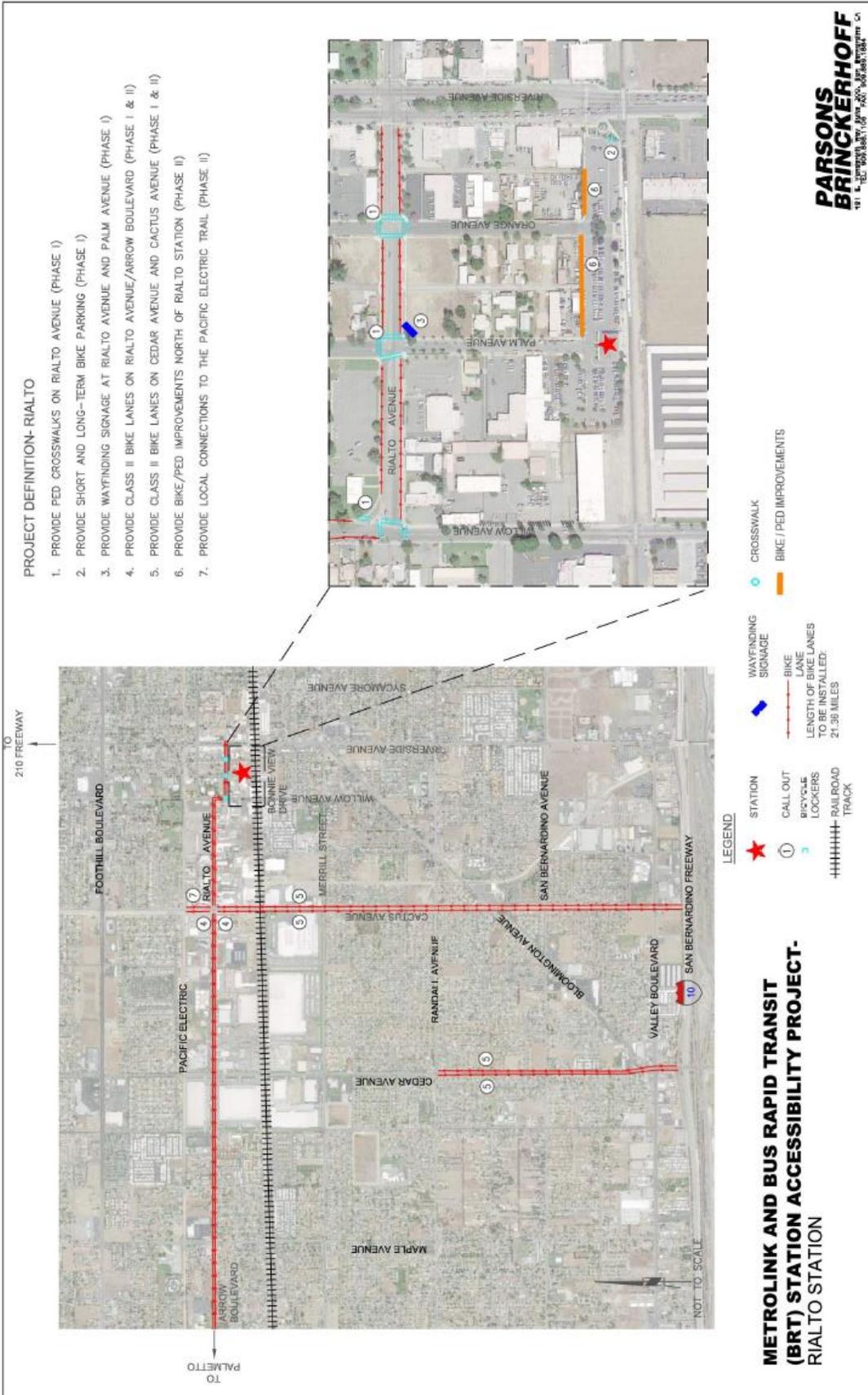
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B CONCEPTUAL LAYOUT



Contract Summary Sheet

5.k

General Contract Information

Contract No: 15-1001132 Amendment No.: 0 Vendor No.: 01901
 Vendor/Customer Name: City of San Bernardino Sole Source? Yes No
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
 Start Date: 02/03/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: _____ Authorize Execution

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: 15-1001132 CSS Metrolink ATP San Bernardino [Revision 1] (2382 : Metrolink ATP City Coops)

COOPERATIVE AGREEMENT NO. 15-1001132

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF SAN BERNARDINO

FOR

PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of San Bernardino (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of San Bernardino are depicted in Attachments B.1 and B.2, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. 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.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. 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.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachments B.1 and B.2 "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION 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 COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed 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.
- J. 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.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. 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 C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized 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.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
 - City of San Bernardino
 - 300 North "D" Street, 3rd Floor
 - San Bernardino, CA 92418
 - Attention: Public Works Director
 - b. If to SANBAG:
 - San Bernardino Associated Governments
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A, B.1 and B.2 are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001132
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF SAN BERNARDINO

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Allen Parker
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Gary Saenz
City Attorney

Attachment: 15-1001132 Metrolink ATP San Bernardino [Revision 3] (2382 : Metrolink ATP City Coops)

**ATTACHMENT A
PROJECT FUNDING TABLE**

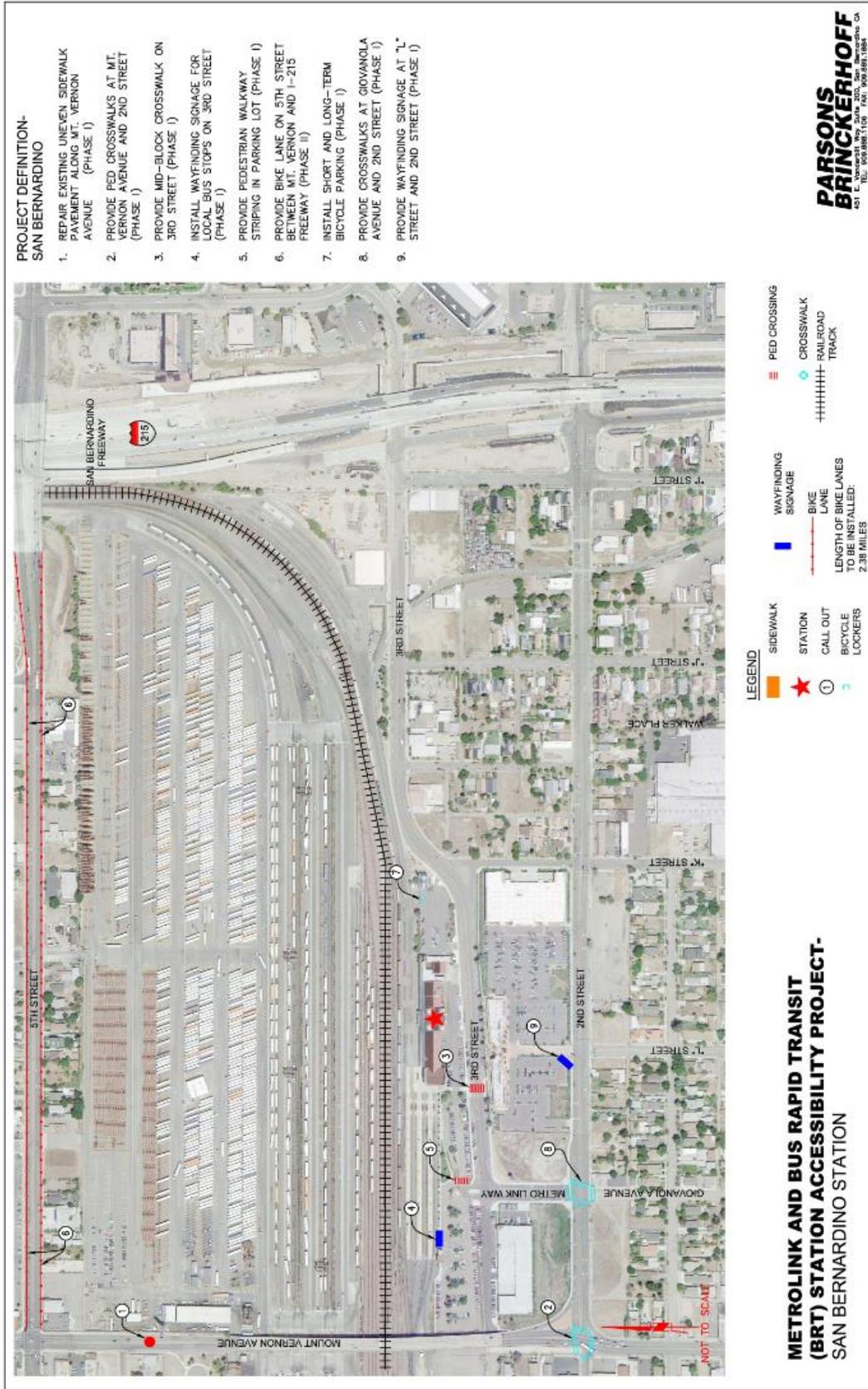
Phase I

Fund	Amount
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

ATTACHMENT B.1 CONCEPTUAL LAYOUT



Minute Action

AGENDA ITEM: 6

Date: *January 14, 2016*

Subject:

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 to proceed to Hearings for Resolutions of Necessity 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 hearings 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. 16-009 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: Furnas Family Trust (Assessor's Parcel Number [APN] 1167-121-09; Caltrans Parcel Number [CPN] 23366). The Resolution must be approved by at least a two-thirds majority of the Board; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-013 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: Terrace Village RV Park (APN 0275-231-69; CPN 23373). The Resolution must be approved by at least a two-thirds majority of the Board; and

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-017 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: Southern California Edison (APN 1167-151-08; CPN 23764). The Resolution must be approved by at least a two-thirds majority of the Board.

Background:

Steady progress has been made towards the start of construction on the Interstate 215 (I-215) Barton Road Interchange Improvement 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 Hearings for Resolutions of Necessity for three properties needed for construction of the Project which have not reached settlement. The Commission's right-of-way agent, Overland, Pacific & Cutler, Inc. (OPC) presented offers to each property owner. The property owners are: Furnas Family Trust (Furnas), Terrace Village RV Park, and Southern California Edison (SCE).

Entity: CTC

Although negotiations are ongoing, dialogue with the property owners for the parcels listed has not yet resulted in settlements, and these parcels 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.

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. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in the summer of 2017.

The purpose of including the Resolution of Necessity on the Metro Valley Study Session agenda is for the Committee members to hear from staff on the need for the property and from the property owner on issues with the acquisition. In addition, it provides an opportunity for staff to respond to Committee member's questions or their request for additional information prior to the formal Resolution of Necessity at the Board meeting. Note, the Resolutions are not included, but will be included with the Board agenda package.

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 the amount of just compensation for these property interests is not addressed by these Resolutions of Necessity 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 partial acquisition and temporary construction easement are needed from the Furnas property (APN 1167-121-09; CPN 23366). The parcel is improved commercial land with an office building which abuts Barton Rd at the southwest quadrant of the project. The project will widen Barton Road thus requiring a partial acquisition from the frontage of the property. While no structures will be impacted, trees, fencing, landscaping, existing driveways and a portion of the parking lot will require removal and relocation. A temporary construction easement is needed for the construction of these improvements. A partial acquisition and temporary construction easement are needed from the Terrace Village RV Park property (APN 0275-231-69; CPN 23373). The parcel is improved commercial land with an RV Park, a clubhouse and a pool, with no relocations anticipated. A partial acquisition and temporary construction easement is needed to accommodate the realignment of the southbound exit ramp at the southeast corner of the property and to construct the new access for ingress and egress from the newly constructed road to the north of the Village RV Park.
- A temporary construction easement is needed from the SCE property (APN 1167-151-08; CPN 23764). A temporary construction easement is needed to accommodate the construction of a retaining wall at the northbound exit ramp and south of De Berry Street.

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 offer for the Furnas property (APN 1167-121-09; CPN 23366) was presented on June 18, 2015.
- The offer for the Terrace Village RV Park property (APN 0275-231-69; CPN 23373) was presented on September 21, 2015.
- The offer for the SCE property (APN 1167-121-08 CPN 23764) was presented on October 20, 2015.

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

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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.

Financial Impact:

This item has no financial impact to 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, but not the resolutions.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: *January 14, 2016*

Subject:

Award On Call Right of Way Legal Services Contracts for Major Projects

Recommendation:

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

A. Approve Contract Number 15-1001302 with Woodruff, Spradlin & Smart for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$6,000,000.00 and a five year term; and

B. Approve Contract Number 16-1001425 with Nossaman LLP for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$1,000,000.00 and a five year term.

Background:

With several large Major Projects moving into the Right of Way phase and the current On Call Legal Services Contract winding down, staff requested that a Request for Proposals (RFP) be released for the continuation of On Call Legal Services support. This request came on the same day that a similar request was made by Commuter Rail and Transit staff. The differentiating factor between these two requests is that the Major Projects Program must follow requirements of Federal Highway Administration, whereas the Commuter Rail and Transit Program follows the Federal Transit Administration requirements. Because the contracts differ, two individual solicitations were necessary for compliance within each program. The solicitation for Major Projects was prepared and issued in accordance with current SANBAG policies and procedures for procurement of professional services. After approval by the Board of Directors, the RFP 15-1001302 was released electronically on September 2, 2015, to approximately twenty (20) law firms registered on Planet Bids.

Eleven (11) proposals were received by the date and time specified in the RFP and determined by staff to be responsive. On October 22, 2015, after reviewing each proposal individually, the Evaluation Committee members comprised of representatives from SANBAG's General Counsel and Project Delivery Divisions met to discuss each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. The panel was informed that all reference checks received resulted in good to excellent ratings for all firms. At the completion of discussions the committee members individually presented their scores of each proposal based on the following evaluation criteria included in the RFP: Qualifications, Related Experience and References of the Firm - 30%; Proposed Staffing and Projection Organization - 30%; Work Plan - 25%; and Price - 15%. Based on scoring, the firms were ranked and a short-list was developed resulting in five (5) invitations to interview with the following firms in

Entity: CTA

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January 14, 2016

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alphabetical order: Best, Best & Krieger LLP, Meyers Nave, Nossaman LLP, Richards, Watson & Gershon, and Woodruff, Spradlin & Smart.

Interviews were conducted on November 19, 2015, and questions were answered by the firms regarding their roles in negotiating and presenting settlements to the governing board, the firm's participation in utility relocation, and the role of their firm in early phases of the project. The firms were also asked to differentiate the right of way and eminent domain requirements for SANBAG on freeway and interchange projects from other projects with other agencies. Finally, the firms were asked about methods employed to effectively control costs. After the interviews, the scores were tallied with Woodruff, Spradlin & Smart, rating the highest of the firms because their comprehensive responses demonstrated a thorough understanding of the scope of work, legal experience with similar projects with transportation agencies, their record of timely delivery of Proposition 1B projects, attention to cost control, and the importance of offering a solid and dedicated team. Additionally, as reinforcement to the upcoming large program, the second highest ranked firm, Nossaman LLP, is also being selected and will be used on an as-needed basis.

As a result of the scoring and the program needs, staff recommends that On Call Legal Services contracts 15-1001302 and 16-1001425 are awarded to Woodruff, Spradlin & Smart and Nossaman LLP, respectively.

Financial Impact:

This item is consistent with the current adopted SANBAG Fiscal Year 2015/2016 budget under the various subtask numbers requiring On-Call Right of Way Legal Services and funded with various funding types.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001302 Amendment No.: _____ Vendor No.: 02420
 Vendor/Customer Name: Woodruff, Spradlin & Smart Sole Source? Yes No
 Description: On call Legal services for Major Orojct Program
 Start Date: Est 02/28/2016 Expiration Date: 02/28/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 6,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 6,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 6,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: _____
 Board of Directors Action: _____

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: _____

Attachment: Contract Summary Sheet (2297 : Award On Call R/W Legal Service Contracts for Major Projects)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001425 Amendment No.: _____ Vendor No.: 01519
 Vendor/Customer Name: Nossaman LLP Sole Source? Yes No
 Description: On Call Right of Way Legal Services for the Major Projects Program
 Start Date: Est 2/28/16 Expiration Date: 02/28/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: _____
 Board of Directors Action: _____

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: _____

Attachment: 161001425 CSS [Revision 1] (2297 : Award On Call R/W Legal Service Contracts for Major Projects)

Scope of Services

Contract No. 16-1001425 & 15-1001302

Attorney shall provide right-of-way legal services on an as needed basis in support of SANBAG's Major Projects Program. Such legal services shall include pre-litigation advice, representation in litigation and any project related tasks as may be requested by SANBAG.

Legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property
- Coordinate with other right-of-way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation
- Assist in preparing documentation to support Legal and Administrative settlements
- Assist in preparing resolutions of necessity and supporting documents
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions
- Prepare all pleadings and represent SANBAG through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation



Minute Action

AGENDA ITEM: 8

Date: *January 14, 2016*

Subject:

New Cooperative Agreements and Procurement for Interstate 10/Mount Vernon Avenue 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 Cooperative Agreement No. 15-1001228 with the City of Colton which details roles and responsibilities for completing a Project Study Report/Project Development Support document for \$614,000, consisting of a receivable amount from Colton of \$31,314 and a SANBAG Measure I Valley Freeway Interchange fund commitment of \$582,686; and
- B. Approve Cooperative Agreement No. 16-1001423 with Caltrans for a Project Study Report/Project Development Support document for \$99,000 utilizing \$93,951 of Measure I Valley Freeway Interchange funds; and
- C. Approve Release of Proposal No. 16-1001420 for the development of a Project Study Report/Project Development Support document.

Background:

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Project holds position Number 8 on the interchange priority list. As directed by the Board, project development is to commence on all the remaining interchange projects in the top 10. Staff at both the City of Colton and SANBAG has been working on the development of preliminary concept plans to initiate this project for several months. This agenda item will serve to initiate the project by instituting the necessary cooperative agreements and procurement documents to identify roles, responsibilities, funding types, and concepts necessary to complete a Project Study Report/Project Development Support (PSR/PDS) document.

The project will improve traffic operations and local circulation at the I-10/Mount Vernon Avenue intersection with Valley Boulevard and the westbound I-10 entrance ramp. Currently, this 5-legged intersection is regularly congested and has degraded operations in both the morning and evening peak periods. The PSR/PDS will study two build alternatives that focus on improving this location and the limits of the project will be refined as the preliminary engineering work progresses through the project development process.

According to State requirements, to initiate the project delivery process with Caltrans, preparation of a PSR/PDS is first required. Reimbursement for Caltrans oversight costs during the Project Initiation Document (PID) phase is also required and estimated to cost \$99,000 for

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

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this project. The work in this phase of the project will identify the purpose and need of the project, the scope of the improvements, estimated costs and schedule for subsequent project delivery phases, and estimated capital costs for right-of-way and construction. Completion of the PSR will enable the project to advance to the next development stage of project delivery.

Recommendation A: This is a new cooperative agreement between the City of Colton and SANBAG identifying SANBAG as the lead for the PSR/PDS efforts and City of Colton as a participant. Project costs will be shared at a 94.9%/5.1% split between SANBAG and the City, respectively, in accordance with the Development Mitigation Nexus Study (Nexus Study). The cost for this phase is estimated at \$614,000 consisting of \$582,686 of Measure I Interchange funds and \$31,314 of City of Colton funds.

Recommendation B: This is a new cooperative agreement between California Department of Transportation (Caltrans) and SANBAG for the Caltrans oversight of the PSR/PDS document which will be developed by a SANBAG consultant following the conclusion of the procurement process (Recommendation C). This cooperative agreement will provide for Caltrans reimbursement of direct costs for their oversight pursuant to provision in Assembly Bill (AB) 1477. The estimated cost is \$99,000 and will be shared between SANBAG and the City of Colton in accordance with the Nexus Study. The SANBAG share will amount to \$93,951 and the City share will be \$5,049.

Recommendation C: Staff is requesting approval to circulate a Request for Proposals (RFP) for the procurement of a consultant firm to produce the PSR/PDS. This procurement will lead to a new consultant contract and result in the production of an approved PSR/PDS for this project.

Staff requests approval of all three recommendations.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001228 Amendment No.: - Vendor No.: 0542
 Vendor/Customer Name: City of Colton Sole Source? Yes No
 Description: I-10 / Mount Vernon Avenue PSR-PDS
 Start Date: 01/06/2016 Expiration Date: 01/06/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 31,314.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 31,314.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 31,314.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: Approve contract 15-1001228

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 n/a

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: Chad Costello

Attachment: CSS-C15-1001228 [Revision 2] (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

COOPERATIVE AGREEMENT NO. 15-1001228**BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****CITY OF COLTON****FOR****PLANNING DOCUMENT PREPARATION FOR MOUNT VERNON AVENUE AT
INTERSTATE 10 IN THE CITY OF COLTON****I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of COLTON (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning phase and upon reimbursement of eligible costs by CITY or December 31, 2018, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange in the City of COLTON; and
- B. WHEREAS, two “build” alternatives for planned improvements at Mount Vernon Avenue at Interstate 10 Interchange will be studied and documented as part of the Project Study Report/Project Development Support (PSR/PDS) document as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and

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- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning activities of the PROJECT.
- F. WHEREAS, the AUTHORITY's Board of Directors considered the 94.9% Public Share for the PROJECT and directed staff on May 6, 2015, to assume project management responsibilities for all phases of this PROJECT. Project management costs will be included as part of the Project cost and will be distributed per the public and private share percentages established by the Nexus Study per AUTHORITY Policy 40005/VFI-32 and VFI-33; and
- G. WHEREAS, the project planning phase is to study two alternatives, which phase is estimated to cost a total of \$614,000 including \$100,000 for AUTHORITY to provide project management services for the Planning phase; and
- H. WHEREAS, the remaining PROJECT cost for the Environmental, PS&E, ROW, and Construction phases will be estimated as part of this PSR/PDS and if the PROJECT progresses to such phases the PROJECT costs shall be funded with 5.10% Development Share funds and 94.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan and Policy 40005 VFI-33; and
- I. WHEREAS, roles and responsibilities of future phases of the PROJECT will be addressed in separate agreements.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management and Planning and to diligently undertake and complete Planning work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Project Management of the PROJECT cost an amount not to exceed \$94,900 as shown in Attachment A. Under no circumstances is the total combined AUTHORITY contribution for the Planning Phase to exceed \$582,686 without an amendment to this agreement.
- C. To prepare and submit to CITY an original signed invoice for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

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

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$5,100 towards SANBAG Project Management of the PROJECT cost as shown in Attachment A. Under no circumstances is the total combined CITY contribution for the Planning Phase to exceed \$31,314 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original signed invoice in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.

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- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member at no cost to the Project 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 Project documents within 10 working days of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management and Planning work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties. This Agreement neither binds nor commits AUTHORITY to complete this Planning Phase if the cost exceeds the amount of this Agreement nor to proceed to and fund any further phases of the Project.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

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- E. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- F. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. 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.
- I. 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.
- J. 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.
- K. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- L. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. 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.

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- N. 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.
- O. 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 D and E of this Section.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- Q. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to CITY: [Dr. David Kolk](#)
 Department of Public Works
 160 South 10th Street
 Colton, CA 92324
 Telephone: (909) 370-6199

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

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001228
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF COLTON**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF COLTON

By: _____
Ryan McEachron
President, Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
CITY Attorney

By: _____
Jeffery Hill
Procurement Manager

Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 2] (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

Attachment A

PROJECT DESCRIPTION

The CITY of COLTON and AUTHORITY propose to develop a PSR/PDS studying two build alternatives for providing improvements to Mount Vernon Ave at Interstate 10.

PROJECT FUNDING TABLE

Public Share: 94.9%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 5.10%

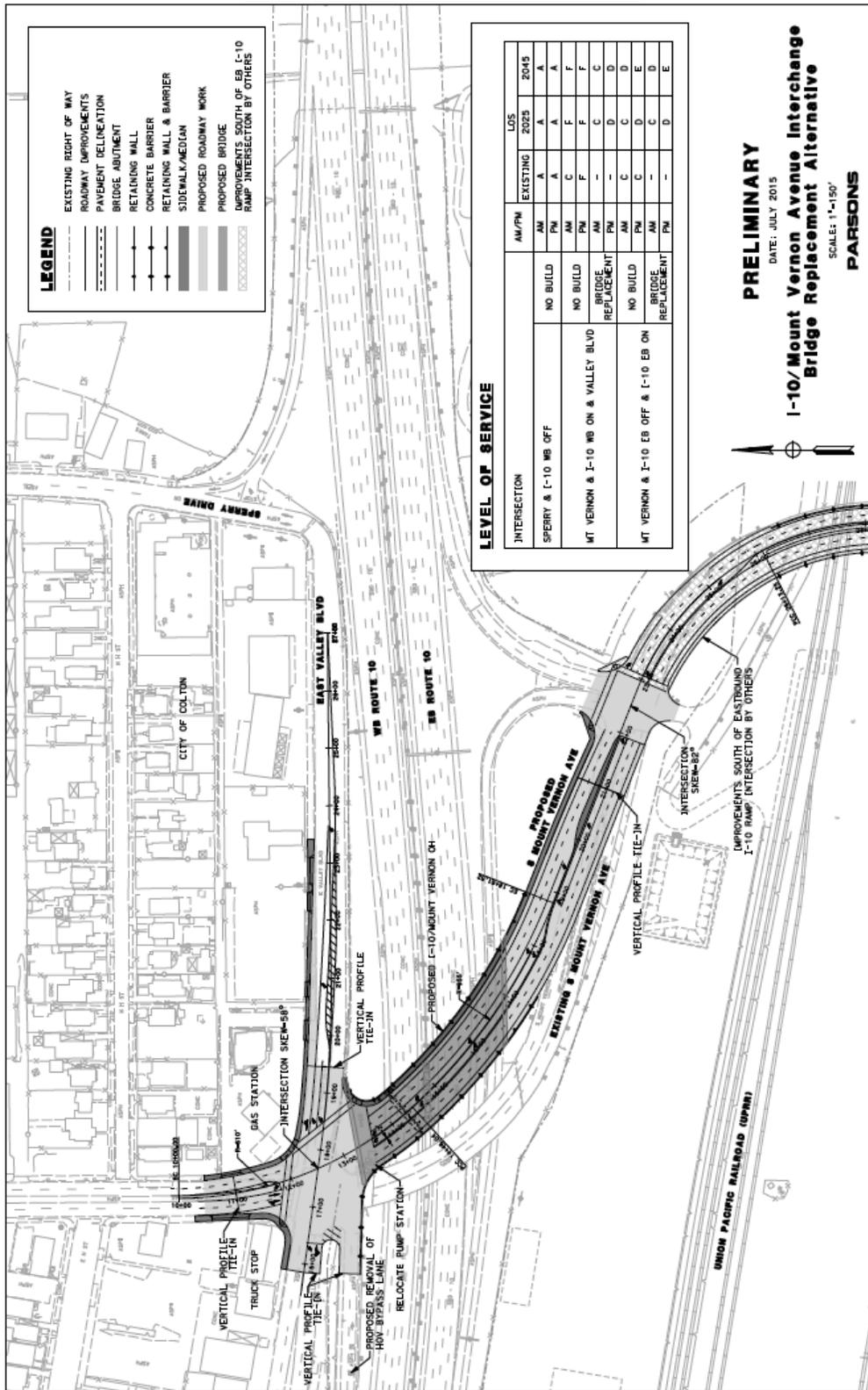
Local Jurisdictional Split of the DIF Share: COLTON 100%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report/Project Development Support	\$415,000	\$393,835	\$21,165
Caltrans PSR/PDS Review	\$99,000	\$93,951	\$5,049
SANBAG Project Management	\$100,000	\$94,900	\$5,100
Total	\$614,000	\$582,686	\$31,314

* Caltrans coordination has not occurred to determine the level of the planning document. A low level document is assumed with two build alternatives.

Attachment B

CONCEPTUAL BUILD ALTERNATIVE



Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 2] (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

Attachment B

CONCEPTUAL BUILD ALTERNATIVE



City of Colton
Hook Ramp Alternative
Figure A

Contract Summary Sheet

General Contract Information

Contract No: 16-1001423 Amendment No.: - Vendor No.: 0456
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: I-10 / Mount Vernon Avenue PSR-PDS Cooperative Agreement
 Start Date: 01/06/2016 Expiration Date: 01/06/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001228

Dollar Amount			
Original Contract	\$ 99,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 99,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 99,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2015
 Board of Directors Action: Approve contract 16-1001423

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 n/a

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: Chad Costello

Attachment: CSS-C16-1001423 [Revision 2] (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

COOPERATIVE AGREEMENT

Project Study Report – Project Development Support (PSR-PDS)

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

San Bernardino County Transportation Authority, 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 Government Code 65086.5.
2. SANBAG desires that a project initiation document (PID) be developed for *improvements at Interstate 10 (I-10)/Mount Vernon Avenue* within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. SANBAG is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.
6. CALTRANS will review and approve the PID prepared by SANBAG; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

7. SANBAG will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of SANBAG by a Civil Engineer registered in the State of California.
8. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. SANBAG will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.
9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
10. CALTRANS will complete a review of the draft PID and provide its comments to SANBAG within sixty (60) calendar days from the date CALTRANS receives the draft PID from SANBAG. SANBAG will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SANBAG, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from SANBAG.
11. After SANBAG revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from SANBAG. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, SANBAG will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after SANBAG provides the required data.

12. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by SANBAG under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
13. PID preparation, except as set forth in this Agreement, is to be performed by SANBAG. Should SANBAG request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, SANBAG shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

INVOICE AND PAYMENT

14. SANBAG agrees to pay CALTRANS, an amount not to exceed \$99,000.
15. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
16. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
17. CALTRANS will invoice SANBAG for a \$10,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
18. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.
19. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
20. If an executed Program Supplement Agreement (PSA) or STIP (Statewide Transportation Improvement Program) Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SANBAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

21. If SANBAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
22. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
23. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

GENERAL CONDITIONS

24. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
25. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.
26. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
27. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of SANBAG in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
28. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
29. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

30. 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.
31. 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.
32. If work is done under contract (not completed by SANBAG's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), SANBAG will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
33. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
34. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTNER – Any individual signatory party to this Agreement.

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

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

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Matthew Maestas, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, CA 92401-1400
Office Phone: (909) 383-4825
Email: matthew.maestas@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Chad Costello, Project Manager
1170 W 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Office Phone: 909-381-7000

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
John Bulinski
District 8 Director

By: _____
Ryan Mceachron
Board President

Certified as to funds:

Attest:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Jeffery Hill
Procurement Manager

Approved as to form and procedure:

By: _____
Eileen Monaghan Teichert
General Counsel

Attachment: C16-1001423-Caltrans CA-11-19-15 [Revision 1] (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

SCOPE SUMMARY

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

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

ATTACHMENT A

DRAFT SCOPE OF WORK

for Interstate 10 (I-10) Mount Vernon Avenue Interchange Project

Attachment: Mt-Vernon Draft SOW (1958 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

DRAFT SCOPE OF WORK

OVERVIEW

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority (“SANBAG”) is seeking professional services for the development of a Project Study Report/Project Development Support (PSR/PDS) Project Initiation Documents (PID) for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project (“Project”) in the City of Colton. SANBAG Sales Tax Measure I Funds and City Funds will be used to cover the cost of the preparation of the PSR/PDS.

The Mount Vernon Avenue Interchange is located in the City of Colton on I-10 at Post Mile 23.25, approximately 0.54 miles east of the 9th Street Interchange and about 1.0 miles west of the Interstate 215 Interchange.

The PID will utilize existing available information to identify support costs for the work and studies needed to complete the Project Approval and Environmental Document (PA&ED) phase and to gain Caltrans approval to advance the project.

The PID may lead to the determination that there is only one viable build alternative.

For purposes of the RFP, assume the following delivery schedule:

PSR-PDS May 2016 – September 2017

APPLICABLE STANDARDS

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

I. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. Consultant Services include the studies, reports and drawings necessary to complete the PID phase and obtain Caltrans approval.
- C. SANBAG may include optional consultant services that include the studies, reports and drawings necessary to complete the PA&ED phase and obtain Caltrans approval.
- D. The deliverables list for the PID will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- E. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files to be provided as requested to SANBAG. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

- F. Identify the anticipated Caltrans Fact Sheets for Design Exceptions needed to document non-standard features necessary to advance the project into the next phase of development. Fact Sheets will be developed for Caltrans approval in the future follow-on PA/ED phase.
- G. Employ quality control procedures that identify potential risks and uncertainties related to development and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital Projects will be used. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. The PID phase will include project cost estimates of sufficient detail necessary for project fund programming purposes.
- J. It is SANBAG's practice to involve the community in the projects. Assume that preparation and materials may be needed to communicate to the public, city staff and stakeholders as part of the PID phase.

II. ASSUMPTIONS

- A. The Consultant will develop and evaluate up to two build and one no-build alternatives to address the operational deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, one alternative will be carried forward for further development and analysis.
- B. Assume there will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact and confirm the number of hard copies and format of soft copies.
- D. Assume one SANBAG peer review and revisions prior to each major deliverable. Assume one local agency review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.

III. SUMMARY OF TASKS REQUIRED PER CALTRANS WORK BREAKDOWN STRUCTURE FOR THE PSR-PDS

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PID phase and obtain Caltrans approval. Consultant shall refer to the Caltrans Project Development Procedures Manual (PDPM), including Appendix S, for the specific guidelines of completing the PSR-PDS documentation. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified

in this summary.

Task 100 Project Management

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

- Initiation and planning of the project.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with stakeholders, including city, county, state, and federal regulatory agencies.
- Coordinate with members of the Project Development Team (PDT).
- Tracking progress of the work.
- Administering subcontracts and directing their work.
- Planning and leading public workshops (as appropriate)
- Preparing progress reports using the WBS described in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects.
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Pre-PID Meeting with Caltrans, SANBAG, and Project stakeholders to define the project and project limits, review roles and responsibilities, and determine which deliverables are necessary to meet the Project approval requirements.
- Development and maintenance of the Work Plan and Project Schedules throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Corrective or remedial actions to recover schedule loss will be included.
- Develop and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section V.
- Development and use a Project Management Plan.
- Development and use a Risk Management Plan.
- Development and use a Document Control Plan.

Deliverables:

- Pre-PID meeting, PDT meeting notices, agendas, handouts, and minutes
- Public meeting notices, presentation materials, handouts and documentation of comments received.
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.
- Project specific Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

Task 150 Project Initiation Documents

Overview of PSR-PDS

Work involves the preparation, review, and approval of a Project Initiation Document. Prior to starting these activities, the Consultant will host a scope definition meeting to determine which PID (PSR/PDS) documents are required. Consultant will obtain and reviewing all relevant reports, studies, mapping or other information available in relation to the project. A Pre-PID meeting should be held to discuss the purpose and need, identify deficiencies and complete the Design Scoping Index and include with the meeting minutes for the PDT.

Problem Definition: Analyze available information to resolve and determine the project's need and purpose. Determine the existing and future Level of Service (LOS) in the no-build scenario and analyze all available traffic information and volumes. Develop consensus on the Purpose and Need Statement and provide appropriate documentation for the PDT.

Alternatives Development: This activity includes development of potential alternatives and reaching consensus with internal/external stakeholders that will be addressed in the PID. This activity is anticipated to consider up to two build alternatives and one no build alternative.

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

PSR-PDS Activities

As outlined within the PDPM Appendix S, the anticipated activities for the PSR-PDS including the following work items listed below. Contractor is to meet with the Project Manager to obtain concurrence on the specific tasks required and perform a schedule review prior to initiating the work. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

A. Surveys and Maps: Efforts include the compilation and delivery of existing survey and boundary information to complete the PSR-PDS including:

- Topography and/or Aerial Photography Mapping

B. Engineering Studies (as appropriate):

- Preliminary Geometric Plans, Horizontal and Vertical Alignments
- Drainage and Best Management Practices (BMP)
- Preliminary Structures Improvement Plan: This task includes all efforts required to develop, review, approve and distribute a preliminary structure plans to identify the structural scope of work and preliminary cost.
- Utility Locations: Review the existing plans, as-builts and perform field investigation and a field review of the area. Identify utility needs, inspect facilities and prepare a utility estimate for inclusion in the ROW Data Sheets.
- Geotechnical Report: The task includes efforts required to prepare a Geotechnical Report which typically consists of field reviews, researching existing files, literature reviews and information gathering, such as proposed plans/alternatives and location history.

- Storm Water Data Report: In general, a Storm Water Data Report (SWDR) is required for every project. Depending upon the extent of soil disturbance and degree of storm water impacts a short form may be used. Caltrans concurrence is required.
- Value Analysis: The project has limited scope and options. A VA may not be required.
- Hydraulic/Hydrology Studies: The task includes review and inspection of existing facilities to determine the need to upgrade or replace the existing drainage system and culvert inspection study
- ADA Compliance site review

C. Transportation Problem Definition and Site Assessment:

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

D. Traffic Studies

- Preliminary Traffic Methodology Memo
- Transportation Planning Scoping Information Sheet (TPSIS)
- Traffic Engineering Performance Assessment (TEPA)
- Conceptual Staging Plan and Transportation Management Plan
- Multimodal Review: This review addresses temporary construction and permanent impacts as well as possible improvements to:
 - Pedestrian facilities
 - Bicycle facilities
 - Transit facilities
- Intersection Control Evaluation: Caltrans Policy Directive, October 2013, requires that all capital projects evaluate the use of alternative intersection control designs, specifically, roundabouts, single point interchanges and diverging diamonds. The reviews include footprint reduction, improved LOS, elimination of left turn lanes, costs including maintenance and operations, and safety.

E. Preliminary Environmental Analysis Report (PEAR)

It is anticipated that the Contractor will be required prepare a PEAR for support of the PSR/PDS. The PEAR includes:

- Discussion of potential impacts related to alternatives capable of functioning adequately meeting Caltrans policies.
- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation.

- A recommended environmental determination/documentation and a tentative schedule for its completion. If an environmental document is required, specify the lead agency for its preparation.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right-of-way, excavation, and/or structure demolition or modification
- Identification of required or anticipated permits or approvals.

IV. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SANBAG for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SANBAG Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SANBAG for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SANBAG for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.

7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SANBAG, Caltrans Reviews:

10. Formal external (SANBAG and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SANBAG Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SANBAG and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents

19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

22. Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Minute Action

AGENDA ITEM: 9

Date: *January 14, 2016*

Subject:

2015 Update to the Development Mitigation Nexus Study

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 Congestion Management Agency (CMA), at a regularly scheduled Board meeting.

Approve the 2015 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates.

Background:

State law requires updating of the SANBAG Congestion Management Program (CMP) every two years. The Development Mitigation Nexus Study (Appendix K of the CMP) is also updated every two years as part of the CMP update. The Nexus Study is being updated prior to the full CMP update so that jurisdictions have this information available for their transportation fee program updates according to the normal update cycles identified in the Nexus Study. Appendix J of the CMP outlines the provisions and requirements of the Development Mitigation Nexus Study, particularly the development and maintenance of the Nexus Study project lists and cost estimates. Appendix J was first adopted by the SANBAG Board and incorporated into the CMP in 2005.

The Development Mitigation Program update has been underway since June 2015. Staff discussed the update with the Transportation Technical Advisory Committee (TTAC) and distributed a formal request for information to City Managers and the County Executive Officer on June 29, 2015. Jurisdictions were asked to update arterial and interchange project lists, including the addition or deletion of projects, modifications to project limits and changes to project costs. SANBAG staff updated the interchange and arterial project tables in the Development Mitigation Nexus Study. A draft 2015 update of Table 3 (Interchange Improvements and 2015 Costs, Including a Comparison to 2013 Nexus Study Costs) and Nexus Study Attachment 1 (Arterial Projects by jurisdiction) were distributed to Valley and Victor Valley TTAC representatives in October 2015.

In addition, Table 6, Railroad Grade Separation Projects on the Nexus Study Network, was updated to incorporate current project cost information. Nexus Study Attachment 1 contains the recommended arterial project 2015 updates to the SANBAG Nexus Study. Modifications included adding or deleting projects, modifying project scope (including project limits), adjusting project costs and updating the associated tables for each local jurisdiction.

Entity: CMA

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

Page 2

The most important tables in the Nexus Study update are Tables 7 and 8, which document the development share of total costs that need to be met or exceeded with the development impact fee (DIF) programs that are updated by the cities and the County. The costs in Table 7 are for the cities and the costs in Table 8 are for the County spheres of influence. The overall mitigation cost increase is approximately three percent when compared to the 2013 Nexus Study. The 2013 change from 2011 was approximately a four percent decrease. However, the change varies from one jurisdiction to another.

The updated Tables 3, 6, 7 and 8 of the Development Mitigation Nexus Study have been included as an attachment to this item. The complete updated Development Mitigation Nexus Study can be found on the SANBAG CMP webpage at <http://www.sanbag.ca.gov/planning2/congestion-mgmt.html>.

Following approval of the updated Nexus Study, a request will be sent to Valley and Victor Valley jurisdictions to update their fee programs according to the schedule in Table 9 of the Nexus Study. An option will be provided for those in the January update cycle to update their fee programs by either January 2016 or January 2017. Thus, jurisdictions in this cycle may defer any changes for one year following adoption of the 2015 Nexus Study update.

On January 7, 2015 the SANBAG Board of Directors approved the Valley and Victor Valley DIF Update. The item required that jurisdictions update their DIF programs consistent with the mitigation amounts referenced in Tables 7 and 8 of the 2013 Nexus Study. In addition, the Board also eliminated the escalation requirement on project costs and DIF fees during even numbered years. This action streamlined DIF updates to be consistent with the biennial Nexus Study project list and project cost updates. The text in the Nexus Study has been revised to be consistent with this previous Board action.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2015/2016 SANBAG Budget.

Reviewed By:

This item is also scheduled for review by Mountain/Desert Policy Committee on January 15, 2016. Information in this agenda item was provided to members the Transportation Technical Advisory Committee.

Responsible Staff:

Timothy Byrne, Chief of Planning

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
 Phone: (909) 884-8276 Fax: (909) 885-4407
 Web: www.sanbag.ca.gov



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

Development Mitigation Nexus Study Update to Tables 3, 6, 7 and 8

Appendix K of the SANBAG Congestion Management Program

prepared by the
 San Bernardino Associated Governments
 (SANBAG)

December 2015

SANBAG Development Mitigation Nexus Study
December 2015
Page 12 of 25

Table 3
Interchange Improvements and 2015 Costs,
Including a Comparison to 2013 Nexus Study Costs

Interchange	2013 Nexus Study Cost (\$Millions)	Lead Agency	2015 Nexus Study Cost Update (\$Millions)	Federal Earmark/ State Buy-Down (\$Millions)	Source of Cost Estimate*	Year Estimate Prepared
SR-60 at:						
Ramona	\$30	Chino	\$30		SANBAG	2011
Central	\$30	SANBAG	\$21		SANBAG	2015
Mountain	\$15	Ontario/Chino	\$15		Ontario DIF & SANBAG	9/2012
Euclid	\$6	Caltrans	\$6		Ontario DIF & SANBAG	9/2012
- Phase 1 (Widen WB exit)	\$2	Ontario	\$2			
- Phase 2 (Widen EB exit)	\$4	Ontario	\$4			
- Phase 3 (Widen EB/ WB on-ramps)						
Grove	\$51	Ontario	\$51		Ontario DIF & SANBAG	9/2012
Vineyard	\$51	Ontario	\$51		Ontario DIF & SANBAG	9/2012
Archibald	\$8	SANBAG	\$12.939		SANBAG Feasibility Study	2014
I-10 at:						
Monte Vista	\$21.9	Montclair	\$32		SANBAG	2015
Euclid	\$9	Upland	\$9		SANBAG	2015
Grove/4 th	\$128	Ontario	\$128	\$2.4 (Demo) \$1.425 (IMD)	Ontario	2011
Vineyard	\$84	Ontario	\$84		SANBAG	2011
Cherry	\$80.7	SANBAG	\$80.7	\$1.225 (IMD)	SANBAG	2013
Beech	\$114	Fontana	\$114		Fontana	2011
Citrus	\$58.5	SANBAG	\$58.5		SANBAG	2013
Alder	\$99	Fontana	\$99		Fontana	2011
Cedar	\$60.4	County	\$60.4		SANBAG	2013
Riverside (Ph 1 Complete)						
- Phase 1 (Ramps)	\$27	SANBAG	\$27	\$2.25 (Demo)	PPR	2011
- Phase 2 (Bridge)	\$10	Rialto	\$10	\$2.85 (IMD)	Rialto	2009
Pepper						
- Pepper/Valley	\$8.34	Colton/ County	\$8.34	Ramps/Bridge: \$6.192 (Demo)	PAA	2011
- Ramps/Bridge	\$7.7		\$7.7	\$0.904 (IMD)	SANBAG	2013
Mt. Vernon	\$32	Colton	\$35		SANBAG	2015
Tippecanoe	\$78	SANBAG	\$78	\$33.9	SANBAG	2015
Mountain View	\$51	Loma Linda	\$24.5		SANBAG	2015
California	\$45	Loma Linda	\$45		SANBAG	2011
Alabama	\$41.6	County	\$9.5		County/10 Yr. Delivery Plan	2015
University	\$5.2	Redlands	\$5.2		SANBAG	2013
Wabash	\$40	County	\$40		County	2013
Live Oak (Complete)	\$19	SANBAG	\$19		PAA	2011
Wildwood	\$35	Yucaipa	\$35		Yucaipa	2011

Attachment: SANBAGNexusStudy15-DecDraftTb1Rev-3-6-7-8 (2339 : 2015 Update to the Development Mitigation Nexus Study)

SANBAG Development Mitigation Nexus Study
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Table 3, Continued
Interchange Improvements and 2015 Costs,
Including a Comparison to 2013 Nexus Study Costs

Interchange	2013 Nexus Study Cost (\$Millions)	Lead Agency	2015 Nexus Study Cost Update (\$Millions)	Federal Earmark/ State Buy-Down (\$Millions)	Source of Cost Estimate*	Year Estimate Prepared
I-15 at:						
6 th /Arrow	\$91.3	Rancho	\$91.3		FTIP	2013
Baseline	\$58.4	Rancho	\$56.6	\$3.6 (Demo) \$3.754 (IMD) \$0.428 (Bridge) \$1.0 (SLPP-C)	SANBAG/ Rancho	2015
Duncan Canyon	\$35.8	Fontana	\$35.8	\$1.972 (SLPP-C)	Fontana	2013
Sierra	\$13	Rialto	\$13		Ph 1 – CT/County	2011
- Phase 1 (Widen SB exit)	\$2.3		\$2.3		Ph 2 - Rialto	
- Phase 2	\$10.7		\$10.7			
Ranchero	\$60	Hesperia	\$58.9	\$3.008 (IMD)	Hesperia	2015
Muscatel	\$71	Hesperia	\$71		Project DB	2011
Bear Valley	\$25	Victorville	\$25		Victorville	2009
La Mesa/Nisqualli (Complete)	\$40.5	Victorville	\$79.6		Victorville	2015
I-215 at:						
University	\$28	SB City	\$4.8	\$0.735 (Demo) \$5.0 (STP buy-down)	PSR	2015
Pepper/Linden	\$57	SB City	\$60		SB City	2015
Palm	\$11	SB City	\$11.6		SB City	2015
SR-210 at:						
Waterman	\$51	SB City	\$53.8		SB City	2015
Del Rosa	\$36	SB City	\$38		SB City	2015
Baseline	\$15.6	SANBAG	\$21.07		SANBAG	2015
5 th	\$8	Highland	\$8		Highland	2009

Notes: * Cost estimates are from various sources.

PSR – Project Study Report

PPR – Project Programming Request provided by local jurisdiction or SANBAG

PAA – Project Advancement Agreement

FTIP – Federal Transportation Improvement Program

DIF – Development Impact Fee Program

Ecosys – Estimate incorporated into Ecosys project management tool from SANBAG and local input

No change means no additional information available since 2013 Nexus Study.

Attachment: SANBAGNexusStudy15-DecDraftTbIRev-3-6-7-8 (2339 : 2015 Update to the Development Mitigation Nexus Study)

Table 6. Railroad Grade Crossing Projects on Nexus Study Network

Description	2015 Cost Estimate (\$1,000s)	Buy Down	Location	Ratio Train Growth to 2030	Ratio Trip Growth to 2030	2013 Cost Allocation To Development (\$1,000s)
Olive Street (Colton) on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0
Valley Boulevard (Colton) on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0
Laurel Street (Colton) - Replaces Valley Boulevard	\$60,647	(\$10,334)	Colton	55%	43.6%	\$9,861
Fogg Street (Colton) - Replaces Olive Street	\$24,673		Colton	55%	43.6%	\$4,836
Mount Vernon Avenue (Colton) grade separation widening on the Alhambra Line	\$9,494	(\$1,600)	Colton	55%	43.6%	\$1,547
Citrus Avenue (Fontana) At Santa Fe Railroad, Construct Undercrossing For Existing 4 Lanes	\$0		Fontana	55%	32.1%	\$0
Main Street (Grand Terrace) on the San Bernardino Line	\$29,050		Grand Terrace	55%	39.9%	\$5,220
Ranchero Road (Hesperia) - 7th Avenue To Danbury, realign and construct railroad undercrossing	\$32,015	(\$9,070)	Hesperia	55%	58.9%	\$6,084
Mauna Loa/Lemon (Hesperia) on the BNSF Line (costs from feasibility study)	\$59,980		Hesperia	55%	58.9%	\$15,906
Eucalyptus Road (Hesperia) on the BNSF Line	\$0		Hesperia	55%	58.9%	\$0
Beaumont Avenue (Loma Linda) on the Yuma Line	\$24,901		Loma Linda	55%	38.8%	\$4,352
Monte Vista Avenue (Montclair) at the UPRR Crossing	\$31,460	(\$2,090)	Montclair	55%	18.9%	\$2,502
Central Avenue (Montclair) grade separation widening on the Alhambra and Los Angeles Lines	\$0		Montclair	55%	18.9%	\$0
Archibald Avenue (Ontario) on the Los Angeles Line	\$59,486		Ontario	55%	44.4%	\$11,881
North Milliken Avenue (Ontario) on the Alhambra Line	\$40,621	(\$7,161)	Ontario	55%	44.4%	\$6,683
South Milliken Avenue (Ontario) on the Los Angeles Line	\$63,835	(\$2,482)	Ontario	55%	44.4%	\$12,254
Vineyard Avenue (Ontario) on the Alhambra Line	\$45,180	(\$2,074)	Ontario	55%	44.4%	\$8,609
Haven Avenue (Rancho Cucamonga) at Metrolink Crossing	\$21,069		Rancho	55%	28.7%	\$2,721
San Timoteo Road (Redlands) railroad crossing safety improvements on the Yuma Line	\$1,961		Redlands	55%	23.1%	\$204
Palm Avenue (San Bernardino) on the Cajon Line	\$23,667	(\$7,130)	San Bernardino	55%	32.4%	\$2,410
Rialto Avenue (San Bernardino) on the San Bernardino Line	\$25,803		San Bernardino	55%	32.4%	\$3,760
Hunts Lane (San Bernardino/Colton) on the Yuma Line	\$28,866	(\$9,499)	S. Bern./Colton	55%	38.0%	\$3,309
Glen Helen Parkway (San Bernardino County) on Cajon Line	\$30,978	(\$2,320)	County	55%	62.2%	\$8,021

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Table 7. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Cities (through year 2030)
Cost in Millions of 2015 dollars

Jurisdiction	2015						
	Ratio of Trip Growth to 2030 Trips (Development Fair Share)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Crossing Cost	Development Share of Total Cost
Adelanto	63.5%	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$242.00	\$133.20	\$108.81	\$10.23	\$0.00	\$143.43
Chino	35.2%	\$142.90	\$50.24	\$92.66	\$23.34	\$0.00	\$73.58
Chino Hills	13.7%	\$16.62	\$2.28	\$14.34	\$0.00	\$0.00	\$2.28
Colton	43.6%	\$46.79	\$20.38	\$26.41	\$6.89	\$17.90	\$45.17
Fontana	32.1%	\$387.61	\$124.49	\$263.13	\$146.58	\$0.00	\$271.07
Grand Terrace	39.9%	\$35.23	\$14.07	\$21.16	\$0.00	\$5.22	\$19.29
Hesperia	58.9%	\$195.43	\$115.16	\$80.26	\$70.78	\$21.99	\$207.93
Highland	46.4%	\$129.77	\$60.23	\$69.54	\$15.61	\$0.00	\$75.84
Loma Linda	38.8%	\$80.50	\$31.26	\$49.24	\$22.16	\$4.35	\$57.77
Montclair	18.9%	\$10.00	\$1.89	\$8.11	\$6.47	\$2.50	\$10.87
Ontario	44.4%	\$205.13	\$91.04	\$114.09	\$134.38	\$39.43	\$264.86
Rancho Cucamonga	28.7%	\$103.78	\$29.78	\$74.00	\$61.81	\$2.72	\$94.31
Redlands	23.1%	\$72.05	\$16.65	\$55.40	\$7.98	\$0.20	\$24.83
Rialto	40.9%	\$108.06	\$44.15	\$63.91	\$15.94	\$0.00	\$60.09
San Bernardino	32.4%	\$164.01	\$53.11	\$110.90	\$59.50	\$7.82	\$120.44
Upland	39.4%	\$54.03	\$21.29	\$32.74	\$3.85	\$0.00	\$25.15
Victorville	49.0%	\$57.54	\$28.21	\$29.32	\$35.51	\$0.00	\$63.72
Yucaipa	30.9%	\$131.15	\$40.52	\$90.63	\$24.53	\$0.00	\$65.05
Total		\$2,381.38	\$1,008.64	\$1,372.74	\$645.56	\$102.14	\$1,756.34

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Table 8. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Sphere Areas (through 2030)
Costs in Millions of 2015 dollars

Jurisdiction	2015						
	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$10.95	\$6.26	\$4.69	\$0.37	\$0.00	\$6.63
Chino Sphere	36.7%	\$28.84	\$10.57	\$18.26	\$1.69	\$0.00	\$12.27
Colton Sphere	37.2%	\$6.95	\$2.59	\$4.37	\$0.07	\$0.00	\$2.65
Devore/Glen Helen	62.2%	\$17.69	\$11.00	\$6.69	\$0.00	\$8.02	\$19.02
Fontana Sphere	41.7%	\$57.31	\$23.93	\$33.39	\$40.23	\$0.00	\$64.15
Hesperia Sphere	41.5%	\$28.36	\$11.78	\$16.58	\$3.98	\$0.00	\$15.76
Loma Linda Sphere	72.3%	\$0.00	\$0.00	\$0.00	\$5.33	\$0.00	\$5.33
Montclair Sphere	36.6%	\$11.76	\$4.30	\$7.45	\$2.91	\$0.00	\$7.21
Redlands Sphere	35.5%	\$21.13	\$7.50	\$13.63	\$12.53	\$0.00	\$20.03
Redlands Donut Hole	62.0%	\$1.50	\$0.93	\$0.57	\$8.48	\$0.00	\$9.41
Rialto Sphere	37.6%	\$40.85	\$15.38	\$25.47	\$28.12	\$0.00	\$43.50
San Bernardino Sphere	23.1%	\$13.43	\$3.11	\$10.32	\$3.19	\$0.00	\$6.30
Upland Sphere	38.7%	\$7.15	\$2.77	\$4.39	\$2.04	\$0.00	\$4.81
Victorville Sphere	17.8%	\$21.31	\$3.78	\$17.53	\$0.64	\$0.00	\$4.42
Yucaipa Sphere	39.5%	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
Total		\$268.11	\$104.25	\$163.86	\$109.58	\$8.02	\$221.85

Minute Action

AGENDA ITEM: 10

Date: *January 14, 2016*

Subject:

Draft 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, at a regularly scheduled Board meeting:

- A. Receive information on SANBAG staff observations regarding the Draft 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Program Environmental Impact Report (PEIR) released in December 2015 by the Southern California Association of Governments (SCAG).
- B. Provide direction to staff regarding potential SANBAG comments on the RTP/SCS and PEIR, due to SCAG on February 1, 2016.

Background:

The draft 2016-2040 RTP/SCS and PEIR were released by SCAG for public comment on December 4, 2015. The formal comment period for both documents closes on February 1, 2016.

The RTP/SCS is a long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. The RTP is a federal requirement, and the SCS is required by the State of California pursuant to Senate Bill 375. The RTP/SCS must be updated every four years. The RTP portion must be adopted by April 2016 to avoid a lapse in the Region's federal air quality conformity (conformity refers to the Region's federally required compliance with the State Implementation Plan for air quality).

The 2016-2040 RTP/SCS has been a monumental effort for SCAG staff and all its stakeholder agencies. SANBAG works with SCAG on multiple fronts to develop the RTP/SCS, with the two primary areas of interaction being in the forecasts of growth in population, households, and employment and in the transportation projects and sustainability strategies included in the Plan. The body of the RTP/SCS consists of almost 200 pages organized into the following chapters:

Executive Summary: Envisioning Our Region in 2040

1. Introduction
2. Where We Are Today
3. Challenges in a Changing Region
4. Creating a Plan for Our Future
5. The Road to Greater Mobility and Sustainable Growth
6. Paying for the Plan
7. A Plan that Creates Economic Opportunity: The Big Picture

Entity: CTC

8. Measuring Our Progress

9. Looking Ahead

In addition to the body of the Plan, the RTP contains approximately 20 appendices with more detailed technical information.

The PEIR contains approximately 1900 pages of material in the body of the report and appendices. The Executive Summary of the PEIR contains a long list of mitigation measures that must be reviewed regarding the potential obligations that could be incurred for regional and local agencies, including SANBAG. Thus, the RTP/SCS and PEIR represent not only a daunting effort for SCAG to have produced, but are also daunting for the stakeholder agencies to review. SANBAG staff has been working diligently with SCAG staff since the initiation of the 2016 RTP/SCS process, allowing staff to become familiar with the issues, but the review is a major effort, nonetheless. The 10-page Executive Summary is attached, providing an overview of the RTP/SCS. The link to the draft RTP/SCS documents is: <http://scagrtpscs.net/Pages/Draft2016RTPSCS.aspx#toc>. The link to the PEIR documents is: <http://scagrtpscs.net/Pages/Draft2016PEIR.aspx>

It is important to note that the development of the SCAG region's RTP/SCS takes place in the context of the largest and most geographically and demographically diverse metropolitan area in the United States. The six counties in the SCAG region have over twice the population (over 18 million) of the San Francisco Bay Area, over five times the population of the San Diego Region, and over seven times that of the Sacramento region. The South Coast Air Basin is in the "extreme" nonattainment category for air quality, carrying with it additional responsibility and expectations. The Mojave Desert Air Basin is in the "severe" nonattainment category. San Bernardino County is, in effect, "ground zero" for air quality concerns, being home to some of the most polluted areas in the U.S.

The SCAG region is a focal point for goods movement and industry. The region's ports handle more than five times the container volume as those of the Bay Area, with commensurate train and truck impacts. Southern California's manufacturing output exceeds that of all other parts of the state, combined, and represents almost six percent of the nation's manufacturing employment. Our six major commercial airports carry 91 million national and international passengers per year. The region now has over 500 miles of passenger rail lines, between commuter rail, heavy rail, and light rail, and almost 22,000 miles of highways and arterials. Although the geographic, demographic, and institutional scope of the region present enormous challenges, the continued growth of the region can also be viewed as some measure of success, given the number of people who have seen fit to live and work here and to enjoy many aspects of the Southern California lifestyle.

There are so many topics covered in the RTP/SCS that this agenda item can focus on only a few. Several topics are selected for highlighting and comment. Among these include the land use/transportation scenarios analyzed by SCAG, the financial plan, and the achievement of greenhouse gas reduction targets in response to SB 375.

SCAG's Preferred Scenario

In the process of developing the RTP/SCS, SCAG analyzed several alternative growth and transportation scenarios. As described in the PEIR, these included:

1. The **2016 RTP/SCS** (i.e. the recommended Plan and preferred scenario) – is based on SCAG's "Policy Growth Forecast" and transportation projects submitted by the County Transportation Commissions, working with local jurisdictions and other transportation agencies.
2. The **No Project Alternative** - includes those transportation projects that are included in the first year of the previously conforming transportation plan and/or transportation improvement program (TIP), or have completed environmental review by December 2014.
3. The **2012 RTP/SCS Updated with Local Input Alternative** - retains transportation investments and land use strategies of the adopted 2012 RTP/SCS, updated to reflect the most recent local input growth estimates in the region.
4. The **Intensified Land Use Alternative** - builds on the land use strategies in the 2016 RTP/SCS (preferred scenario) and goes further. This Alternative focuses on analyzing a more intensified land use pattern aimed at further reducing vehicle miles traveled and greenhouse gas and criteria pollutant emissions to improve mobility, sustainability, and economy. It includes more mixed-use and infill development, increased densities in high-quality transit areas (HQTAs), livable corridors, neighborhood mobility areas, new technology innovations and enhancement, and/or additional transit and active transportation strategies beyond the 2016 RTP/SCS.

SCAG's description of the preferred scenario is extracted from Chapter 4 of the RTP/SCS:

The extensive public outreach coupled with detailed analysis of each scenario and coordination with technical and policy committees led to our selection of a preferred scenario for the 2016 RTP/SCS based upon SCAG's "Policy Growth Forecast." This preferred scenario also incorporated inputs from local jurisdictions, including the land use and transportation strategies, investments and policies reflected in the 2012 RTP/SCS.

The preferred scenario envisions future regional growth that is well coordinated with the transportation system improvements of the approved 2012 RTP/SCS, as well as anticipated new transportation projects planned by the region's CTCs and transit providers. It also incorporates best practices for increasing transportation choices; reducing our dependence on personal automobiles; allowing future growth in walkable, mixed-use communities and in High-Quality Transit Areas (HQTAs); and further improving air quality.

Regional investments in making transit trips quicker and easier are expanded to increase transit ridership. New land use concepts such as "Livable Corridors" and "Neighborhood Mobility Areas" are also introduced. These are described in more detail later in the Plan. In the preferred scenario for the 2016 RTP/SCS, new residential growth from 2012 to 2040 is split between multifamily housing (69 percent) and detached single-family homes (31 percent). The preferred scenario is the result of an investment plan that is assumed to be financially constrained.

To help our regional partners envision how the preferred scenario fosters development on the ground, SCAG built upon its earlier outreach and solicited feedback from local jurisdictions on the distribution of new households and employment at the neighborhood level, through 2040. Jurisdictions were asked to provide input on the growth scenario, including information on specific planned development projects with entitlements, other planned projects, or recently

completed developments. Accordingly, the following core principles provided the framework for the preferred scenario:

- **Principle #1:** *The preferred scenario will be adopted at the jurisdictional level, thus directly reflecting the population, household and employment growth projections derived from the local input process and previously reviewed and approved by local jurisdictions. The preferred scenario maintains these projected jurisdictional growth totals, meaning future growth is not reallocated from one local jurisdiction to another.*
- **Principle #2:** *The preferred scenario at the Transportation Analysis Zone (TAZ) level is controlled to be within the density ranges of local general plans or input received from local jurisdictions.*
- **Principle #3:** *For the purpose of determining consistency for California Environmental Quality Act (CEQA) streamlining, lead agencies such as local jurisdictions have the sole discretion in determining a local project's consistency with the 2016 RTP/SCS.*
- **Principle #4:** *TAZ level data or any data at a geography smaller than the jurisdictional level has been utilized to conduct required modeling analyses and is therefore advisory only and non-binding given that sub-jurisdictional forecasts are not adopted as part of the 2016 RTP/SCS. TAZ level data may be used by jurisdictions in local planning as it deems appropriate. There is no obligation by a jurisdiction to change its land use policies, General Plan, or regulations to be consistent with the 2016 RTP/SCS.*
- **Principle #5:** *SCAG will maintain communication with agencies who use SCAG sub-jurisdictional level data to ensure that the "advisory & non-binding" nature of the data is appropriately maintained.*

The preferred scenario improves the reduction of greenhouse gas emissions in the region and enhances public health and other co-benefits from large transportation investments and improvements in technology – particularly those that focus on transit and first/last mile strategies.

Furthermore, the preferred scenario offers a vision for how we want our region to grow over the next quarter century and it gives us a clear-eyed view of what we want to achieve. Guided by goals and policies, built through sober analysis and refined with extensive public input, developing the preferred scenario set the stage for the hard work of building a comprehensive plan of land use and transportation strategies, programs and projects designed to confront our many challenges and move our region toward the vision embodied in the preferred scenario.

Chapter 5 reviews those strategies, programs and projects that collectively will propel the region toward realizing the outcomes seen in the preferred scenario – including more livable, healthy and economically strong communities and a more sustainable future.

Transportation Projects

One of the primary inputs from SANBAG to SCAG has been on the transportation projects to be included in the RTP/SCS. A complete listing of projects is included in the RTP/SCS Project List appendix. The listing is too extensive to provide here, but the RTP/SCS list is consistent with the list SANBAG developed for the Countywide Transportation Plan (CTP) under the CTP "Aggressive Scenario." The CTP was reviewed by the SANBAG Board prior to submittal to SCAG. The CTP and a summary of the project list may be found at:

http://www.sanbag.ca.gov/planning2/plan_county-wide-transit.html

Financial Plan

One of the most critical elements of the RTP/SCS is the financial plan. The RTP is required to be financially constrained, meaning that project costs must be matched with “reasonably available” revenues.

The 2016 RTP/SCS acknowledges the considerable challenges associated with financing transportation investments. The Plan highlights the importance of finding new and innovative ways to pay for transportation, including the ever-expanding backlog of investment needs just to maintain the existing system. The recently enacted FAST Act (Fixing America’s Surface Transportation Act) is a \$281 billion, 5-year bill, with \$225.2 billion for highways, \$48.7 billion for mass transit, and \$7 billion for highway and motor carrier safety. FAST provides a 5.1 percent increase above Fiscal Year (FY) 2015 levels in FY 2016 for highways and an 8.8 percent increase for mass transit. In subsequent years, programs are anticipated to grow just above 2 percent annually. This will provide some federal funding stability in the near term, but gas tax revenue to support the Highway Trust Fund remains in decline. The additional funding from the Federal Stimulus Program and Proposition 1B state bond program has essentially been expended.

Table 7 (FY 2016-2040 RTP/SCS Revenues) and Table 8 (FY 2016-2040 RTP/SCS Expenditures) from the Transportation Finance appendix tell much of the financial story of the RTP/SCS and are provided as Attachment 2. Highlights of these tables will be reviewed at the committee meeting. The nature and timing of the innovative financing mechanisms are some of the core considerations in the RTP/SCS, and perhaps the most uncertain. The more challenging innovative financing strategies are not scheduled to be in effect until after the 2020 RTP/SCS is prepared. Thus, modifications to the financial plan in the next RTP/SCS are possible prior to their actual implementation. However, these measures require substantial groundwork if they are to become reality, and activity will need to occur prior to the expiration of the 2016 RTP. The innovative financing sources in the 2012 RTP/SCS were deemed by the Federal Highway Administration to be “reasonably expected to be available,” and it is anticipated that this will also be the case for the 2016 RTP/SCS, as essentially the same set of innovative financing strategies are proposed.

SB 375 and Greenhouse Gas Emission Reductions

SB 375 requires that SCAG and other Metropolitan Planning Organizations (MPOs) throughout the state develop a Sustainable Communities Strategy to reduce per capita greenhouse gas emissions through integrated transportation, land use, housing and environmental planning.

Pursuant to SB 375, the California Air Resources Board (CARB) set per capita greenhouse gas emission reduction targets from passenger vehicles for each of the state’s 18 MPOs. For the SCAG region, the targets are set at eight percent below 2005 per capita emissions levels by 2020 and 13 percent below 2005 per capita emissions levels by 2035. Although CARB has not adjusted SCAG’s regional targets since the 2012 RTP/SCS, SCAG anticipates that the region’s targets could change. Because the transportation sector is the largest contributor to California’s greenhouse gas emissions (more than 36 percent), SCAG anticipates updated and more stringent regional greenhouse gas reduction targets may be forthcoming.

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In the meantime, the 2016 RTP/SCS achieves per capita greenhouse gas emission reductions relative to 2005 of eight percent in 2020, 18 percent in 2035, and 22 percent in 2040 – exceeding the reductions that CARB currently requires. More detailed information and analysis regarding monitoring of air quality and greenhouse gas emissions in the SCAG region can be found in the Transportation Conformity Appendix of the RTP/SCS.

Next Steps

Elected official workshops on the RTP/SCS will be held at 11:30 a.m. Wednesday, January 6, 2016 at SANBAG following the SANBAG Board meeting and on Friday, January 15 in Apple Valley following the Mountain/Desert Policy Committee meeting.

At this time it is unclear whether SANBAG staff will recommend making formal comments to SCAG on the RTP/SCS. Additional review of the documents is required prior to making that determination. Comments are due by February 1, 2016. Potential comments will be discussed at the committee meeting, and staff requests that the committee provide direction to staff on any of these or other comments to be considered for submittal to SCAG.

Financial Impact:

This item is consistent with the approved Fiscal Year 2015-2016 SANBAG Budget. The RTP does not have immediate financial implications to SANBAG, and SANBAG retains the decision-making authority concerning the implementation, funding, and timing of specific projects.

Reviewed By:

This item is also scheduled for review by the Mountain/Desert Policy Committee on January 15, 2016. Information in this agenda item was reviewed by the Planning and Development Technical Forum on December 16, 2015 and the Transportation Technical Advisory Committee on January 4, 2016.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

EXECUTIVE SUMMARY



Image courtesy of Samer Momani

HIGHLIGHTS

- OUR VISION 2
- OUR OVERARCHING STRATEGY 2
- CHALLENGES WE FACE 3
- OUR PROGRESS SINCE 2012 4
- SETTING THE STAGE FOR OUR PLAN 5
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- WHAT WE WILL ACCOMPLISH 8
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ENVISIONING OUR REGION IN 2040

Transport yourself 25 years into the future. What kind of Southern California do you envision? SCAG envisions a region that has grown by nearly four million people – sustainably. In communities across Southern California, people enjoy increased mobility, greater economic opportunity and a higher quality of life.

OUR VISION

In our vision for the region in 2040, many communities are more compact and connected seamlessly by numerous public transit options, including expanded bus and rail service. People live closer to work, school, shopping and other destinations. Their neighborhoods are more walkable and safe for bicyclists. They have more options available besides driving alone, reducing the load on roads and highways. People live more active and healthy lifestyles as they bike, walk or take transit for short trips. Goods flow freely along roadways, highways, rail lines and by sea and air into and out of the region – fueling economic growth.

Southern California’s vast transportation network is preserved and maintained in a state of good repair, so that public tax dollars are not expended on costly repairs and extensive rehabilitation. The region’s roads and highways are well-managed so that they operate safely and efficiently, while demands on the regional network are managed effectively by offering people numerous alternatives for transportation.

Housing across the region is sufficient to meet the demands of a growing population with shifting priorities and desires, and there are more affordable homes for all segments of society. With more connected communities, more choices for travel and robust commerce, people enjoy more opportunities to advance educationally and economically. As growth and opportunity are distributed widely, people from diverse neighborhoods across the region share in the benefits of an enhanced quality of life.

With more alternatives to driving alone available, air quality is improved and the greenhouse gas emissions that contribute to global climate change are reduced. Communities throughout Southern California are more prepared to confront and cope with the inevitable consequences of climate change, including droughts and wildfires, heat waves, rising seas and extreme weather. Meanwhile, natural lands and recreational areas that offer people a respite from the busier parts of the region are preserved and protected.

At mid-century, technology has transformed how we get around. Automated cars have emerged as a viable option for people and are being integrated into the overall transportation system. Shared mobility options that rely on instantaneous communication and paperless transactions have matured and new markets for mobility are created and strengthened.

Above all, people across the region possess more choices for getting around and with those choices come opportunities to live healthier, more economically secure and higher quality lives.

This vision for mid-century, which is built on input received from thousands of people across Southern California, is embodied in the 2016 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS, or Plan), a major planning document for our regional transportation and land use network. It balances the region’s future mobility and housing needs with economic, environmental and public health goals. This long-range Plan, required by the state of California and the federal government, is updated by SCAG every four years as demographic, economic and policy circumstances change. The 2016 RTP/SCS is a living, evolving blueprint for our region’s future.

OUR OVERARCHING STRATEGY

It is clear that the path toward realizing our vision will require a single unified strategy, one that *integrates planning for how we use our land with planning for how we get around.*

Here is what we mean: we can choose to build new sprawling communities that pave over undeveloped natural lands, necessitating the construction of new roads and highways – which will undoubtedly become quickly overcrowded and contribute to regional air pollution and ever increasing greenhouse gas emissions that drive climate change.

Or, we can grow more compact communities in existing urban areas, providing neighborhoods with efficient and plentiful public transit, abundant and safe opportunities to walk, bike and pursue other forms of active transportation and preserving the region’s remaining natural lands for people to enjoy. This second vision captures the essence of what people have said they want during SCAG outreach to communities across the region.

SCAG acknowledges that more compact communities are not for everyone, and that many residents of our region prefer to live in established suburban neighborhoods. The agency supports local control for local land use decisions, while striving for a regional vision of more sustainable growth.

Within the 2016 RTP/SCS, you will read about plans for “High Quality Transit Areas,” “Livable Corridors,” and “Neighborhood Mobility Areas.” These are a few of the key features of a thoughtfully planned, maturing region in which people benefit from increased mobility, more active lifestyles, increased economic opportunity and an overall higher quality of life. These features embody the idea of integrating planning for how we use land with planning for transportation.

As we pursue this unified strategy, it will be vital that we ensure that the benefits of our initiatives are widely distributed and that the burdens of development are not carried by any one group disproportionately. Social equity and environmental justice must be key considerations of our overall Plan.

CHALLENGES WE FACE

We are living at a time of great change in Southern California. Our region must confront several challenges as we pursue the goals outlined in the 2016 RTP/SCS:

- **We are growing slower:** But our region is projected to grow to 22 million people by 2040 – an increase of nearly four million people.
- **Our overall population will be older:** The median age of our region’s overall population is expected to rise, with an increasing share of senior citizens. This demographic shift will have major impacts on transportation needs and on our transportation plans. A key challenge for the region will be to provide seniors with more transportation options for maintaining their independence as they age.
- **A smaller percentage of us will be working:** The share of younger people of working age is expected to fall. The ratio of people over the age of 65 to people of working age (15 to 64) is expected to increase. This means that our region could face a labor shortage and a subsequent reduction in tax revenues.
- **A large number of us want more urban lifestyles:** Today’s Millennials, born between 1980 and 2000, are expected to demand more compact communities and more access to transit – shifting regional priorities for the overall transportation system and the types of housing that is constructed. Baby Boomers are also expected to increasingly desire these kinds of communities.
- **Many of us will continue to live in the suburbs and drive alone:** Despite the emerging trends discussed above, many people in the region will continue to live in suburban neighborhoods and drive alone to work, school, shopping and other destinations - rather than using public transit and other transportation alternatives. The 2016 RTP/SCS will not change how everyone chooses to get around, but the Plan is designed to offer residents more choices so that we can experience regionwide benefits.
- **Housing prices are increasing:** Housing prices are rising steadily and affordability is declining. As communities are redeveloped to be more

compact with new transit options and revitalized urban amenities, existing residents may risk displacement.

- **Our transportation system requires rehabilitation and maintenance:** Southern California’s transportation system is becoming increasingly compromised by decades of underinvestment in maintaining and preserving our infrastructure. These investments have not kept pace with the demands placed on the system and the quality of many of our roads, highways, bridges, transit and bicycle and pedestrian facilities is continuing to deteriorate. If we continue on our current path of seriously underfunding system preservation, the cost of bringing our system back to a reasonable state of good repair will grow exponentially.
- **Transportation funding is scarce and insufficient:** Full funding for transportation improvements is currently not sustainable, given the projected needs. Projected revenues from the gas tax, the historic source of transportation funding, will not meet transportation investment needs – and gas tax revenues, in real terms, are actually in decline as tax rates (both state and federal) have not been adjusted in more than two decades while the number of more fuel efficient and alternative powered vehicles continues to grow.
- **Moving goods through the region faces growing pains:** The movement of goods will face numerous challenges as consumer demand for products increases and the region continues to grow as a major exchange point for global trade. Infrastructure for freight traffic will be strained, current efforts to reduce air pollution from goods movement sources will not be sufficient to meet national air quality standards, capacity at international ports will be over-burdened and warehouse space could fall short of demands.
- **Technology is transforming transportation:** Mobility innovations including electric cars, the availability of real-time traveler information, the expansion of car sharing and ridesourcing due to smart phones and other technological advances will require updated planning to smoothly integrate these new travel options into the overall transportation system.
- **Millions of people are in poor health:** Many people in our region suffer from poor health due to chronic diseases related to poor air quality and physical inactivity. Heart disease, stroke, cancer, chronic lower respiratory disease and diabetes are responsible for 72 percent of all deaths in our region. Millions of more people live with chronic diseases, such as asthma, every day.

- **Climate change demands that we adapt:** The consequences of climate change will continue to strain everyday life for millions of people. Droughts and wildfires, water shortages brought about by drought but also declining snowpack in our mountains, rising seas, extreme weather events and other impacts will require communities to make their neighborhoods more resilient to climate change.

OUR PROGRESS SINCE 2012

Although our challenges are great, the region has made significant progress over the past few years.

TRANSIT

Transit service continues to expand throughout the region and the level of service has exceeded pre-recessionary levels – mainly due to a growth in rail service. Significant progress has been made toward completing capital projects for transit, including the Los Angeles County Metropolitan Transportation Authority (Metro) Orange Line Extension and the Metro Expo Line. Meanwhile, five major Metro Rail projects are now under construction in Los Angeles County.

PASSENGER RAIL

Passenger rail is expanding and improving service on several fronts. The Amtrak Pacific Surfliner is now being managed locally by the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Agency; Metrolink is nearing completion on the Perris Valley Line; Metrolink became the first commuter railroad in the nation to implement Positive Train Control and purchase fuel-efficient, low-emission Tier IV locomotives; and the California High-Speed Train system is under construction in the Central Valley, and scheduled to begin service to Burbank Bob Hope Airport in 2022 and reach Los Angeles Union Station in 2028. Several other capital projects are underway or have been completed, including the Anaheim Regional Intermodal Transportation Center (ARTIC) and the Burbank Bob Hope Airport Regional Intermodal Transportation Center, among others.

HIGHWAYS

The expansion of highways has slowed considerably over the last decade because of land, financial and environmental constraints. Still, several projects have been completed since 2012 to improve access and close critical gaps and congestion chokepoints in the regional network. These include the Interstate 5 South Corridor Project in Los Angeles County, Interstate 10 westbound widening in Redlands and Yucaipa, and the Interstate 215 Bi-County Project in Riverside and San Bernardino Counties, among others.

REGIONAL HIGH-OCCUPANCY VEHICLE (HOV) AND EXPRESS LANE NETWORK

The demands on our region's highways continue to exceed available capacity during peak periods, but several projects to close HOV gaps have been completed. The result has been 27 more miles of regional HOV lanes on Interstates 5, 405, 10, 215 and 605, on State Route 57 and on the West County Connector Project within Orange County. The region is also developing a Regional Express Lane Network. Among the milestones: a one-year demonstration of Express Lanes in Los Angeles County along Interstate 10 and Interstate 110 was made permanent in 2014; and construction has begun on Express Lanes on State Route 91 extending eastward to Interstate 15 in Riverside County.

ACTIVE TRANSPORTATION

Our region is making steady progress in encouraging more people to embrace active transportation and more than \$650 million in Active Transportation Program investments are underway. Nearly 37 percent of all trips less than one mile and 18 percent of all trips less than three miles are made via active transportation. As a percentage share of all trips, bicycling has increased more than 70 percent since 2007 to 1.12 percent. More than 500 miles of new bikeways have been constructed in the region and safety and encouragement programs are helping people choose walking and biking as options.

GOODS MOVEMENT

The region continues to make substantial progress toward completing several major capital initiatives to support freight transportation and reducing harmful emissions generated by goods movement sources. Progress since 2012 has

included: the San Pedro Bay Ports Clean Air Action Program (CAAP) has led to diesel particulate matter dropping by 82 percent, oxides of nitrogen by 54 percent and oxides of sulfur by 90 percent; and the San Pedro Bay Ports Clean Truck Program has led to an 80 percent reduction in port truck emissions. The region has also shown progress in advanced technology for goods movement, including a one-mile Overhead Catenary System (OCS) in the City of Carson. Construction of the Gerald Desmond Bridge has begun. Fourteen out of 71 planned grade separation projects throughout the region have been completed, and another 24 should be completed in 2016. Double tracking of the Union Pacific (UP) Alhambra Subdivision has been initiated. The Colton Crossing, which physically separated two Class I railroads with an elevated 1.4-mile-long overpass that lifts Union Pacific (UP) trains traveling east-west, was completed in August 2013.

SUSTAINABILITY IMPLEMENTATION

Since 2012, SCAG’s Sustainability Planning Grant Program has funded 70 planning projects (totaling \$10 million) to help local jurisdictions link local land use plans with 2012 RTP/SCS goals. Local jurisdictions have updated outmoded general plans and zoning codes; completed specific plans for town centers and Transit Oriented Development (TOD); implemented sustainability policies; and adopted municipal climate action plans. Thirty of the 191 cities in the SCAG region reported updating their general plans since 2012 and another 42 cities have general plan updates pending. Fifty-four percent of all the adopted and pending general plans include planning for TOD, 55 percent plan to concentrate key destinations and 76 percent include policies encouraging infill development. To protect water quality, 91 percent of cities have adopted water-related policies and 85 percent have adopted measures to address water quality. To conserve energy, 86 percent of cities have implemented community energy efficiency policies, with 80 percent of those cities implementing municipal energy efficiency policies and 76 percent implementing renewable energy policies. Of the region’s 191 cities, 189 have completed sustainability components, with 184 cities implementing at least ten or more policies or programs and ten cities implementing 20 or more policies or programs. This last group includes Pasadena, Pomona and Santa Monica.

AFFORDABLE HOUSING

The state is offering new opportunities to help regions promote affordable housing. In spring 2015, California’s Affordable Housing Sustainable Communities (AHSC) program awarded its first round of funding to applicants

after a competitive grant process. Of \$122 million available statewide, \$27.5 million was awarded to ten projects in the SCAG region. Eight-hundred forty-two affordable units, including 294 units designated for households with an income of 30 percent or less of the area median income, will be produced with this funding. Meanwhile, Senate Bill 628 (Beall) and Assembly Bill 2 (Alejo), provide jurisdictions an opportunity to establish a funding source to develop affordable housing and supportive infrastructure and amenities.

PUBLIC HEALTH

The SCAG region has several ongoing efforts to promote public health. The Los Angeles County Department of Public Health and the Department of City Planning are developing a Health Atlas, which highlights health disparities among neighborhoods. In Riverside County, the Healthy Riverside County Initiative is working to have healthy cities resolutions adopted by a minimum of 15 cities. The County of San Bernardino has recently completed the Community Vital Signs Initiative, which envisions a “county where a commitment to optimizing health and wellness is embedded in all decisions by residents, organizations and government.”

ENVIRONMENTAL JUSTICE

Since the adoption of the 2012 RTP/SCS, social equity and environmental justice have become increasingly significant priorities in regional plans. For example, plans to promote active transportation, improve public health, increase access to transit, preserve open space, cut air pollution and more are all evaluated for how well the benefits of these efforts are distributed among all demographic groups. The State of California’s Environmental Protection Agency (Cal/EPA) developed a new tool, CalEnviroScreen, which helps to identify areas in the state that have higher levels of environmental vulnerability due to historical rates of toxic exposure and certain social factors. Based on this tool, much of the region can stand to benefit from Cap-and-Trade grants that give priority to communities that are disproportionately impacted.

SETTING THE STAGE FOR OUR PLAN

SCAG began developing the 2016 RTP/SCS by first reaching out to the local jurisdictions to hear directly from them about their growth plans. The next step was to develop scenarios of growth, each one representing a different vision for land use and transportation in 2040. More specifically, each scenario

Attachment: d2016RTPSCS_ExecSummary (2471 : Draft Regional Transportation Plan/Sustainable

was designed to explore and convey the impact of where the region would grow, to what extent the growth would be focused within existing cities and towns and how it would grow—the shape and style of the neighborhoods and transportation systems that would shape growth over the period. The refinement of these scenarios, through extensive public outreach and surveys, led to a “preferred scenario” that helped guide the strategies, programs and projects detailed in the Plan.

MAJOR INITIATIVES

With the preferred scenario selected, the 2016 RTP/SCS, which includes \$556.5 billion in transportation investments, has proposed several major initiatives to strive toward our vision for 2040.

PRESERVING THE TRANSPORTATION SYSTEM WE ALREADY HAVE (FIXING IT FIRST)

The 2016 RTP/SCS calls for the investment of \$274.9 billion toward preserving our existing system. The allocation of these expenditures includes the transit and passenger rail system, the state highway system and regionally significant local streets and roads.

EXPANDING OUR REGIONAL TRANSIT SYSTEM TO GIVE PEOPLE MORE ALTERNATIVES TO DRIVING ALONE

The 2016 RTP/SCS includes \$56.1 billion for capital transit projects This includes significant expansion of the Metro subway and Light Rail Transit (LRT) system in Los Angeles County. Meanwhile, new Bus Rapid Transit (BRT) routes will expand higher-speed bus service regionally; new streetcar services will link major destinations in Orange County; and new Metrolink extensions will further connect communities in the Inland Empire. Other extensive improvements are planned for local bus, rapid bus, BRT and express service throughout the region. To make transit a more attractive and viable option, the 2016 RTP/SCS also supports implementing and expanding transit signal priority; regional and inter-county fare agreements and media; increased bicycle carrying capacity on transit and rail vehicles; real-time passenger information systems to allow travelers to make more informed decisions; and implementing first/last mile strategies to extend the effective reach of transit.

EXPANDING PASSENGER RAIL

The 2016 RTP/SCS calls for an investment in passenger rail of \$38.6 billion for capital projects and \$15.7 billion for operations and maintenance. The

Plan calls for maintaining the commitments in the 2012 RTP/SCS, including Phase 1 of California High-Speed Train system and the High-Speed Train System Memorandum of Understanding (MOU), which identifies a candidate project list to improve the Metrolink system and the LOSSAN rail corridor, thereby providing immediate, near-term benefits to the region while laying the groundwork for future integration with California’s High-Speed Train project. These capital projects will bring segments of the regional rail network up to the federally defined speed of 110 miles per hour or greater, and help lead to a blended system of rail services.

IMPROVING HIGHWAY AND ARTERIAL CAPACITY

The 2016 RTP/SCS calls for investing \$54.5 billion in capital improvements and \$102.5 billion in operations and maintenance of the state highway system and regionally significant local streets and roads throughout the region. This includes focusing on achieving maximum productivity by adding capacity primarily by closing gaps in the system and improving access; and other measures including the deployment of new technology. The Plan also continues to support a regional network of Express Lanes, building on the success of the State Route 91 Express Lanes in Orange County, as well as Interstate 10 and Interstate 110 Express Lanes in Los Angeles County.

MANAGING DEMANDS ON THE TRANSPORTATION SYSTEM

The 2016 RTP/SCS calls for investing \$6.9 billion toward Transportation Demand Management (TDM) strategies throughout the region. These strategies focus on reducing the number of drive-alone trips and overall vehicle miles traveled (VMT) through ridesharing, which includes carpooling, vanpooling and supportive policies for ridesourcing services such as Uber and Lyft; redistributing or eliminating vehicle trips from peak demand periods through incentives for telecommuting and alternative work schedules; and reducing the number of drive-alone trips through increased use of transit, rail, bicycling, walking and other alternative modes of travel.

OPTIMIZING THE PERFORMANCE OF THE TRANSPORTATION SYSTEM

The 2016 RTP/SCS earmarks \$9.2 billion for Transportation System Management (TSM) improvements, including extensive advanced ramp metering, enhanced incident management, bottleneck removal to improve flow (e.g., auxiliary lanes), expansion and integration of the traffic signal synchronization network, data collection to monitor system performance, integrated and dynamic corridor congestion management and other Intelligent Transportation System (ITS) improvements.

PROMOTING WALKING, BIKING AND OTHER FORMS OF ACTIVE TRANSPORTATION

The 2016 RTP/SCS plans for continued progress in developing our regional bikeway network, assumes all local active transportation plans will be implemented, and dedicates resources to maintain and repair thousands of miles of dilapidated sidewalks. The Plan also considers new strategies and approaches beyond those proposed in 2012. To promote short trips, these include improving sidewalk quality, local bike networks and neighborhood mobility areas. To promote longer regional trips, these include developing a regional greenway network, and continuing investments in the regional bikeway network and access to the California Coastal Trail. Active transportation will also be promoted by integrating it with the region’s transit system; increasing access to 224 rail, light rail and fixed guideway bus stations; promoting 16 regional corridors that support biking and walking; supporting bike share programs; and educating people about the benefits of active transportation for students, as well as promoting safety campaigns.

STRENGTHENING THE REGIONAL TRANSPORTATION NETWORK FOR GOODS MOVEMENT

The 2016 RTP/SCS includes \$74.8 billion in goods movement strategies. Among these are establishing a system of truck-only lanes extending from the San Pedro Bay Ports to downtown Los Angeles along Interstate 710; connecting to the State Route 60 east-west segment and finally reaching Interstate 15 in San Bernardino County; working to relieve the top 50 truck bottlenecks; adding mainline tracks for the Burlington Northern Santa Fe (BNSF) San Bernardino and Cajon Subdivisions and the Union Pacific Railroad (UPRR) Alhambra and Mojave Subdivisions; expanding/modernizing intermodal facilities; building highway-rail grade separations; improving port area rail infrastructure; reducing environmental impacts by supporting the deployment of commercially available low-emission trucks and locomotives; and in the longer term advancing technologies to implement a zero- and near zero-emission freight system.

LEVERAGING TECHNOLOGY

Advances in communications, computing and engineering – from shared mobility innovations to zero-emission vehicles – can lead to a more efficient transportation system with more mobility options for everyone. Technological innovations also can reduce the environmental impact of existing modes of transportation. For example, alternative fuel vehicles continue to become more accessible for retail consumers and for freight and fleet applications – and as they are increasingly used air pollution can be reduced. Communications technology, meanwhile, can improve the movement of passenger vehicles and

connected transit vehicles. As part of the 2016 RTP/SCS, SCAG has focused location-based strategies specifically on increasing the efficiency of Plug-in Hybrid Electric Vehicles (PHEV) in the region. These are electric vehicles that are powered by a gasoline engine when their battery is depleted. The 2016 RTP/SCS proposes a regional charging network that will increase the number of PHEV miles driven on electric power, in addition to supporting the growth of the PEV market generally. In many instances, these chargers may double the electric range of PHEVs, reducing vehicle miles traveled that produce tail-pipe emissions.

IMPROVING AIRPORT ACCESS

Recognizing the SCAG region is one of the busiest and most diverse commercial aviation regions in the world and that air travel is an important contributor to the region’s economic activity, the 2016 RTP/SCS includes strategies for reducing the impact of air passenger trips on ground transportation congestion. Such strategies include supporting the regionalization of air travel demand; continuing to support regional and inter-regional projects that facilitate airport ground access (e.g., High-Speed Train); supporting ongoing local planning efforts by airport operators, county transportation commissions and local jurisdictions; encouraging development and use of transit access to the region’s airports; encouraging the use of modes with high average vehicle occupancy; and discouraging the use of modes that require “deadhead” trips to/from airports (e.g., passengers being dropped off at the airport via personal vehicle).

FOCUSING NEW GROWTH AROUND TRANSIT

The 2016 RTP/SCS plans for focusing new growth around transit, which is supported by the following policies: identifying regional strategic areas for infill and investment; structuring the plan on a three-tiered system of centers development; developing “Complete Communities”; developing nodes on a corridor; planning for additional housing and jobs near transit; planning for changing demand in types of housing; continuing to protect stable, existing single-family areas; ensuring adequate access to open space and preservation of habitat; and incorporating local input and feedback on future growth. These policies support the development of:

- **High Quality Transit Areas (HQTAs):** areas within one-half mile of a fixed guideway transit stop or a bus transit corridor where buses pick up passengers at a frequency of every 15 minutes or less during peak commuting hours. While HQTAs account for only three percent of total land area in SCAG region, they are planned and projected to accommodate 46 percent of the region’s future household growth and 50 percent of the future employment growth.

- **Livable Corridors:** arterial roadways where jurisdictions may plan for a combination of the following elements: high-quality bus frequency; higher density residential and employment at key intersections; and increased active transportation through dedicated bikeways.
- **Neighborhood Mobility Areas (NMAs):** these areas represent the synthesis of various planning practices and are applicable in a wide range of settings. Strategies are intended to provide sustainable transportation options for residents of the region who lack convenient access to high-frequency transit but make many short trips within their urban neighborhoods. NMAs are conducive to active transportation and include a “Complete Streets” approach to roadway improvements to encourage replacing single- and multi-occupant automobile use with biking, walking, skateboarding, neighborhood electric vehicles and senior mobility devices.
- **Improving Air Quality and Reducing Greenhouse Gases:** It is through integrated planning for land use and transportation that the SCAG region, through the initiatives discussed in this section, will strive toward a more sustainable region. The SCAG region must achieve specific federal air quality standards. It also is required by state law to lower regional greenhouse gas emissions. California law requires the region to reduce per capita greenhouse gas emissions in the SCAG region by eight percent by 2020 – compared with 2005 levels – and by 13 percent by 2035. The strategies, programs and projects outlined in the 2016 RTP/SCS are projected to result in reduced greenhouse gas emissions in the SCAG region that exceeds these reduction targets.

PRESERVING NATURAL LANDS

Many natural land areas near the edge of existing urbanized areas do not have plans for conservation and are vulnerable to development pressure. The 2016 RTP/SCS recommends redirecting growth from high value habitat areas to existing urbanized areas. This strategy avoids growth in sensitive habitat areas, builds upon the conservation framework, and complements an infill-based approach.

FINANCING OUR FUTURE

To accomplish the ambitious goals of the 2016 RTP/SCS through 2040, SCAG forecasts expenditures of \$556.5 billion – of which \$274.9 billion is budgeted for operations and maintenance of the regional transportation system and

another \$250.9 billion is reserved for transportation capital improvements.

Forecasted revenues comprise both existing and several new funding sources that are reasonably expected to be available for the 2016 RTP/SCS, which together total \$556.5 billion. Reasonably available revenues include short-term adjustments to state and federal gas excise tax rates and the long-term replacement of gas taxes with mileage-based user fees (or equivalent fuel tax adjustment). These and other categories of funding sources were identified as reasonably available on the basis of their potential for revenue generation, historical precedence and the likelihood of their implementation within the time frame of the Plan.

WHAT WE WILL ACCOMPLISH

Overall, the transportation investments in the 2016 RTP/SCS will provide a return of \$2.00 for every dollar invested. Compared with an alternative of not adopting the Plan, the 2016 RTP/SCS would accomplish the following:

- The Plan would result in an eight percent reduction in greenhouse gas emissions per capita by 2020, an 18 percent reduction by 2035 and a 22 percent reduction by 2040 – compared with 2005 levels. This would exceed the state’s mandated reductions, which are eight percent by 2020 and 13 percent by 2035.
- Regional air quality would improve under the Plan, as cleaner fuels and new vehicle technologies help to significantly reduce many of the pollutants that contribute to smog and other airborne contaminants that may impact public health in the region.
- The combined percentage of work trips made by carpooling, active transportation and public transit would increase by about four percent, with a commensurate reduction in the share of commuters traveling by single occupant vehicle.
- The number of Vehicle Miles Traveled (VMT) per capita would be reduced by nearly ten percent and Vehicle Hours Traveled (VHT) per capita by 18 percent (for automobiles and light/medium duty trucks) as a result of more location efficient land use patterns and improved transit service.
- Daily travel by transit would increase by nearly one third, as a result of improved transit service and more transit-oriented development patterns.
- The Plan would reduce delay per capita by 45 percent, and heavy

- duty truck delay on highways by nearly 40 percent. This means we would spend less time sitting in traffic and our goods would move more efficiently.
- About 375,000 additional new jobs annually would be created, due to the region’s increased competitiveness and improved economic performance that would result from congestion reduction and improvements in regional amenities due to implementation of the Plan.
- The Plan would reduce the amount of previously undeveloped (greenfield) lands converted to more urbanized use by 23 percent. By conserving open space and other rural lands, the Plan provides a solid foundation for more sustainable development in the SCAG region.
- The Plan would result in a reduction in our regional obesity rate of 2.5 percent, and a reduction in the share of our population that suffers with high blood pressure of three percent. It would also result in a reduction in the total annual health costs for respiratory disease of more than 13 percent.

HOW WE WILL ENSURE SUCCESS

Our Plan includes several performance outcomes and measures that are used to gauge our progress toward meeting our goals. These include:

- Location Efficiency, which reflects the degree to which improved land use and transportation coordination strategies impact the movement of people and goods.
- Mobility and Accessibility, which reflects our ability to reach desired destinations with relative ease and within a reasonable time, using reasonably available transportation choices.
- Safety and Health, which recognize that the 2016 RTP/SCS has impacts beyond those that are exclusively transportation-related (e.g., pollution-related disease).
- Environmental Quality, which is measured in terms of criteria pollutants and greenhouse gas emissions.
- Economic Opportunity, which is measured in terms of additional jobs created and the net contribution to Gross Regional Product achieved through improved regional economic competitiveness – as a result of the transportation investments provided through the 2016 RTP/SCS.

- Investment Effectiveness, which indicates the degree to which the Plan’s expenditures generate benefits that transportation users can experience directly.
- Transportation System Sustainability, which reflects how well our transportation system is able to maintain its overall performance over time in an equitable manner with minimum damage to the environment and without compromising the ability of future generations to address their transportation needs.

The 2016 RTP/SCS is designed to ensure that the regional transportation system serves all segments of society. The Plan is subject to numerous performance measures to monitor its progress toward achieving social equity and environmental justice. These measures include accessibility to parks and natural lands, roadway noise impacts, air quality impacts and public health impacts, among many others.

LOOKING BEYOND 2040

The 2016 RTP/SCS is based on a projected budget constrained by the local, state and federal revenues that SCAG anticipates receiving between now and 2040. The Strategic Plan discusses projects and strategies that SCAG would pursue if new funding were to become available. The Strategic Plan discussion includes long-term emission reduction strategies for rail and trucks; expanding the region’s high-speed and commuter rail systems; expanding active transportation; leveraging technological advances for transportation; addressing further regional reductions in greenhouse gas emissions; and making the region more resilient to climate change – among other topics. We anticipate that these projects and strategies may inform the development of the next Plan, the 2020 RTP/SCS.

TABLE 7 FY 2016–2040 RTP/SCS Revenues (in Nominal Dollars, Billions)

Revenue Sources		FY 2016–FY2020	FY 2021–FY2025	FY 2026–FY2030	FY 2031–FY2035	FY 2036–FY2040	Total
LOCAL	Sales Tax	\$21.1	\$26.6	\$32.8	\$40.9	\$46.8	\$168.3
	• Local Option Sales Tax Measures	\$16.8	\$21.2	\$26.1	\$32.4	\$36.3	\$132.7
	• Transportation Development Act (TDA)—Local Transportation Fund	\$4.3	\$5.4	\$6.8	\$8.5	\$10.6	\$35.6
	Gas Excise Tax Subventions (to Cities and Counties)	\$1.0	\$1.1	\$1.1	\$1.2	\$1.2	\$5.6
	Transit Farebox Revenue	\$3.9	\$4.9	\$5.9	\$6.9	\$8.2	\$29.7
	Highway Tolls (in core revenue forecast)	\$2.0	\$2.6	\$3.3	\$4.2	\$5.2	\$17.2
	Mitigation Fees	\$1.7	\$1.9	\$2.1	\$2.3	\$2.1	\$10.1
	Other Local Sources	\$7.0	\$3.6	\$5.3	\$5.6	\$2.4	\$23.8
	Local Total	\$36.7	\$40.5	\$50.5	\$61.0	\$65.9	\$254.7
STATE	State Transportation Improvement Program (STIP)	\$1.4	\$1.8	\$2.0	\$2.1	\$2.3	\$9.6
	• Regional Transportation Improvement Program (RTIP)	\$1.1	\$1.4	\$1.5	\$1.6	\$1.7	\$7.2
	• Interregional Transportation Improvement Program (ITIP)	\$0.4	\$0.5	\$0.5	\$0.5	\$0.6	\$2.5
	State Highway Operation and Protection Plan (SHOPP)	\$4.3	\$5.0	\$5.4	\$5.8	\$6.2	\$26.7
	State Gasoline Sales Tax Swap	\$2.0	\$2.4	\$3.0	\$3.7	\$4.6	\$15.7
	State Transit Assistance Fund (STA)	\$0.9	\$1.0	\$1.2	\$1.3	\$1.4	\$5.8
	Cap-and-Trade Auction Proceeds	\$0.7	\$0.8	\$0.8	\$0.8	\$0.8	\$3.7
	Other State Sources	\$0.7	\$0.3	\$0.4	\$0.4	\$0.4	\$2.2
	State Total	\$10.0	\$11.4	\$12.6	\$14.1	\$15.7	\$63.8
FEDERAL	Federal Transit	\$4.0	\$4.1	\$4.2	\$4.7	\$4.3	\$21.5
	• Federal Transit Formula	\$2.9	\$3.1	\$3.3	\$3.6	\$3.9	\$16.8
	• Federal Transit Non-Formula	\$1.2	\$1.0	\$0.9	\$1.1	\$0.5	\$4.7
	Federal Highway & Other	\$3.1	\$3.1	\$3.3	\$3.3	\$3.3	\$16.2
	• Congestion Mitigation and Air Quality (CMAQ)	\$1.2	\$1.1	\$1.1	\$0.9	\$0.7	\$4.9
	• Regional Surface Transportation Program (RSTP)	\$1.2	\$1.3	\$1.4	\$1.6	\$1.7	\$7.3
	• Other Federal Sources	\$0.7	\$0.7	\$0.8	\$0.9	\$0.9	\$4.0
	Federal Total	\$7.2	\$7.3	\$7.5	\$8.0	\$7.7	\$37.7
INNOVATIVE FINANCING & NEW REVENUE SOURCES	State and Federal Gas Excise Tax Adjustment	\$1.3	\$4.8	\$0.0	\$0.0	\$0.0	\$6.0
	Mileage-Based User Fee	\$0.0	\$5.5	\$31.9	\$39.6	\$47.9	\$124.8
	Highway Tolls (includes toll revenue bond proceeds)	\$0.2	\$9.0	\$4.2	\$4.6	\$5.5	\$23.5
	Private Equity Participation	\$1.1	\$0.1	\$2.1	\$0.1	\$0.0	\$3.4
	Freight Fee/National Freight Program	\$0.7	\$0.9	\$1.0	\$1.2	\$1.5	\$5.4
	State Bond Proceeds, Cap-and-Trade Auction Proceeds, & Other for California High-Speed Rail Program	\$6.0	\$10.0	\$8.0	\$5.0	\$5.0	\$34.0
	Value Capture Strategies	\$0.0	\$1.2	\$0.0	\$0.0	\$0.0	\$1.2
	Local Option Sales Tax (Ventura County)	\$0.1	\$0.4	\$0.5	\$0.6	\$0.7	\$2.1
Innovative Financing & New Revenue Sources Total	\$9.4	\$31.8	\$47.6	\$51.1	\$60.5	\$200.4	
Revenue Total	\$63.3	\$91.1	\$118.2	\$134.2	\$149.8	\$556.5	

Note: Numbers may not sum to total due to rounding

TABLE 8 FY 2016–2040 RTP/SCS Expenditures (in Nominal Dollars, Billions)

RTP Costs	FY 2016-2020	FY 2021-2025	FY 2026-2030	FY 2031-2035	FY 2036-2040	Total
Capital Projects:	\$27.6	\$47.4	\$57.2	\$58.2	\$60.5	\$250.9
Arterials	\$3.3	\$2.2	\$2.4	\$5.0	\$5.5	\$18.4
Goods Movement (includes Grade Separations)	\$7.7	\$19.5	\$21.2	\$13.4	\$13.0	\$74.8
High-Occupancy Vehicle/High-Occupancy Toll Lanes	\$2.7	\$2.2	\$2.5	\$3.7	\$4.4	\$15.5
Mixed-Flow and Interchange Improvements	\$2.5	\$1.5	\$2.2	\$2.9	\$3.0	\$12.1
Toll Facilities	\$1.8	\$3.2	\$2.3	\$0.6	\$0.5	\$8.4
Transportation System Management (including ITS)	\$0.9	\$1.2	\$1.3	\$2.9	\$2.9	\$9.2
Transit	\$6.4	\$8.6	\$11.0	\$14.4	\$15.7	\$56.1
Passenger Rail	\$0.8	\$6.3	\$10.3	\$10.4	\$10.8	\$38.6
Active Transportation	\$0.8	\$1.7	\$1.7	\$2.0	\$2.0	\$8.1
Transportation Demand Management	\$0.2	\$0.2	\$1.6	\$2.3	\$2.6	\$6.9
Other (includes Environmental Mitigation, Landscaping, and Project Development Costs)	\$0.5	\$0.6	\$0.7	\$0.7	\$0.2	\$2.7
Operations and Maintenance:	\$30.8	\$38.0	\$54.8	\$69.1	\$82.3	\$274.9
State Highways	\$9.0	\$10.5	\$12.3	\$15.6	\$18.0	\$65.3
Transit	\$18.5	\$23.3	\$29.4	\$38.6	\$46.9	\$156.7
Passenger Rail	\$1.6	\$2.3	\$3.0	\$3.8	\$5.0	\$15.7
Regionally Significant Local Streets and Roads*	\$1.7	\$1.9	\$10.1	\$11.1	\$12.4	\$37.1
Debt Service	\$4.9	\$5.7	\$6.3	\$6.8	\$7.0	\$30.7
Cost Total	\$63.3	\$91.1	\$118.2	\$134.2	\$149.8	\$556.5

Note: Numbers may not sum to total due to rounding.

* Includes \$4.8 billion for active transportation in addition to capital project investment level of \$8.1 billion for a total of \$12.9 billion for active transportation improvements

Minute Action

AGENDA ITEM: 11

Date: *January 14, 2016*

Subject:

New Contracts 16-1001356, 16-1001432, and 16-1001433 for Public Outreach Services for Major Projects Program

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 Nos. 16-1001356, 16-1001432, and 16-1001433 with Caltrop Engineering, Simon Wong Engineering, and Michael Baker International, respectively, to serve on a consultant bench for On Call Public Outreach Services for the Major Projects Program in a total amount not to exceed \$800,000.00, collectively, for a term of five years.

Background:

The San Bernardino County Transportation Authority's (SANBAG) Major Projects Program manages more than 25 capital roadway improvement projects through various stages of project delivery ranging from conception to completion. Public outreach efforts associated with this program are typically subcontracted out to either an Architecture or Engineering (A&E) firm managing one of the pre-construction deliverables or a construction management team who oversees the construction contractor. The SANBAG Legislative and Public Affairs Department has traditionally provided input to these efforts, but has had limited authority over these activities since they are not the primary client to the public outreach consultant. As a result, these subcontracts require additional layers of approvals for activities that are often time-sensitive, or they result in inefficiencies in outreach service delivery due to different firms being assigned to neighboring projects.

Staff proposes to change how these services are procured in order to provide enhanced responsiveness to the public and to changing conditions in the field. In addition, this shift in approach helps to provide additional procurement opportunities to firms who may not traditionally subcontract with larger construction and engineering firms for these types of projects. It is intended that the technical team and the outreach team will continue to coordinate closely to ensure that the project details, schedules, and impacts are clearly understood and communicated.

By ensuring that public outreach consultants directly report to the Legislative and Public Affairs Department, we can offer a coordinated, multi-tiered public outreach program to generate additional public involvement, educational opportunities, safety awareness programs, and impact mitigation for the projects within this program by developing a bench of consultants for these

Entity: CTA

efforts. This will help direct the work to the most appropriate firm, depending on the skill sets of the individual firms and costs relative to the outreach needs at that time. This approach will also streamline delivery of the outreach effort, as well as optimize expenditures to reach a greater number of interested parties.

Specifically, teams will be tasked with providing public outreach using a variety of strategies, including, but not limited to:

- Community briefings
- Public hearings/meetings
- Media relations
- Digital engagement
- Website development and management
- Event coordination and management

On October 7, 2015, the SANBAG Board of Directors authorized the advertisement of Request for Proposals (RFP) 16-1001356 for On-Call Public Outreach for the Major Projects Program. It was sent electronically to approximately one hundred ten (110) consultants registered on Planet Bids. Out of the 110 consultants contacted, twenty-nine (29) potential bidders downloaded the RFP packet from PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for professional services.

The RFP was posted on SANBAG's website in response to a request from Tim Watkins to engage firms to provide On-Call Public Outreach Services for our Major Projects Program. A Pre-Proposal meeting was held on October 15, 2015, and was attended by eight (8) firms. Addendum No. 1 was issued on October 15, 2015, posting the attendance list for the pre-proposal conference and on November 02, 2015, Addendum No. 2 was issued responding to questions received with responses from SANBAG as well as the posting the proposal due date extension.

Ten (10) proposals were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Analyst and found the proposals in compliance with RFP requirements and no extraordinary exceptions.

November 10, 2015 – Evaluation Committee Members:

The proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of three SANBAG staff and one Caltrans employee.

November 18, 2015 - Evaluation Committee Meeting:

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on November 18, 2015, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. The Procurement Analyst provided information regarding the reference checks of the firms. An average of three (3) reference checks per vendor was electronically mailed to firms with a copy of SANBAG's questionnaire receiving positive feedback from eight (8) firms. At the completion of discussions the committee members individually scored the proposals based on the

following evaluation criteria: *Qualifications, Related Experience of the Firm – 30 points, Proposed Staffing and Project Organization – 20 points, Technical Approach/Work Plan – 30 points, and Cost - 20 points.*

Based on the scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed in alphabetical order were: Caldrop Engineering, Circle Point, Katherine Padilla & Associates, Michael Baker International, Simon Wong Engineering and Westbound.

Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

At the evaluation meeting, the committee also determined the format for the interview phase. Interviews consisted of the following: 5-minute Set-up, 10-minute Introduction and Presentation, 30-minute Questions & Answers, and 5-minute Closing Statement.

December 03, 2015 - Interviews:

Interviews were conducted with the short-listed firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical review and interviews is 50% technical and 50% interviews.

EVALUATION COMMITTEE RECOMMENDATION SUMMARY

The ranked firms were Caldrop Engineering, Simon Wong Engineering and Michael Baker International as determined by the combined scores of the proposal evaluation (technical review) and interviews.

The Committee considered all three (3) Offerors qualified to perform the work specified in the RFP. The goal of this RFP was to select a pool of firms to use in different phases and for different tasks as needed. The committee limited their selection to the top three ranking firms based on their knowledge and experience in the industry, the work plan and project approach, cost, and the clear score disparity between the top firms and the remaining teams. Each firm selected demonstrated the capacity to perform the services identified in the RFP bringing their unique expertise to the table offering a pool of firms for SANBAG to utilize.

As a result of the scoring, the evaluation committee recommends that the contracts to perform the scope of work as outlined in RFP 16-1001356 be awarded to **Caldrop Engineering, Simon Wong Engineering, and Michael Baker International** to serve as a bench, with contract task orders (CTOs) issued on a task-by-task proposal and evaluation basis to determine the most qualified firms for the various projects. The three selected firms scored within less than five points of each other in technical scores and overall scores. The firms clearly demonstrated a thorough understanding of the scope of work and differentiated themselves from unselected teams in innovation and creativity toward anticipated tasks. Expertise in areas of media relations, project impact mitigation, public accessibility, and quality control was challenged throughout the evaluation. The selected firms scored significantly higher than the competition. Evaluation forms and reference checks are located in the Contract Audit File.

Financial Impact:

The item is consistent with the adopted Fiscal Year 2015/2016 budget for various tasks within the Major Projects Program.

Reviewed By:

Board of Directors Metro Valley Study Session Agenda Item

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

Responsible Staff:

Tim Watkins, Chief of Legislative and Public Affairs

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001356 Amendment No.: _____ Vendor No.: 0361
 Vendor/Customer Name: CALTROP ENGINEERING CORP Sole Source? Yes No
 Description: On-Call Public Outreach Services
 Start Date: 02/03/2016 Expiration Date: 01/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 266,666.00	TOTAL CONTINGENCY VALUE	\$ 266,666.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 266,666.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: Approve contract 16-1001356

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: Tim Watkins

Attachment: 16-1001356 - CSS Public Outreach Caltrop [Revision 1] (2386 : On-Call Public Outreach)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001432 Amendment No.: _____ Vendor No.: 02864
 Vendor/Customer Name: Simon Wong Engineering Sole Source? Yes No
 Description: On-Call Public Outreach Services
 Start Date: 02/03/2016 Expiration Date: 01/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 266,666.00	TOTAL CONTINGENCY VALUE	\$ 266,666.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 266,666.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: Approve contract 16-1001432

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: Tim Watkins

Attachment: 16-1001432 - CSS Public Outreach Simon Wong [Revision 1] (2386 : On-Call Public Outreach)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001433 Amendment No.: _____ Vendor No.: 03168
 Vendor/Customer Name: Michael Baker Sole Source? Yes No
 Description: On-Call Public Outreach Services
 Start Date: 02/03/2016 Expiration Date: 01/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 266,666.00	TOTAL CONTINGENCY VALUE	\$ 266,666.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 266,666.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 02/03/2016
 Board of Directors Action: Approve contract 16-1001433

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: Tim Watkins

Attachment: 16-1001433 - CSS Public Outreach Michael Baker [Revision 1] (2386 : On-Call Public Outreach)

SCOPE OF WORK

PUBLIC OUTREACH SERVICES - MAJOR PROJECTS PROGRAM

1.0 SCOPE

The scope of services to be provided under this contract includes the necessary tasks and activities that are required to provide a comprehensive public outreach effort from conception to completion for the assigned project(s) in the SANBAG Major Projects Program.

CONSULTANT shall coordinate with SANBAG Legislative and Public Affairs staff, project stakeholders, and other consultants under contract to support the SANBAG Major Projects Program. Additionally, CONSULTANT shall coordinate with any indirectly affected parties as necessary during project delivery. The Director of Legislative and Public Affairs and/or his/her designee will be the key contact and will coordinate the work of the consultant.

Some of the listed tasks may have been initiated under previous public outreach subcontracts, and the CONSULTANT shall work to transition and continue these tasks in a seamless manner.

2.0 BACKGROUND INFORMATION

San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is actively engaged in various stages of delivery for dozens of projects in the Major Projects Program. These projects are primarily in the areas of freeway mainline, interchanges, and grade separations. Community involvement is paramount in the ongoing delivery of these projects to provide education, awareness, impact mitigation, traffic detail, and complaint resolution as it relates to the assigned project(s) or SANBAG.

The outreach actions should be accomplished through the use of conventional techniques, including public briefings, town hall meetings, educational forums, workshops, mailer and flier distribution, phone calls, and emails. This outreach should be augmented by a robust social media/electronic technology element which, at its center, will include a variety of digital engagement elements.

2.1 Project Information

The SANBAG Major Projects Program is responsible for the various deliverables for transportation improvements throughout San Bernardino County. Over the next four years, project delivery outreach will be necessary for approximately 30 projects ranging in phase of delivery from planning to construction completion. Some of those assigned project(s) will have multiple deliverables during that timeframe requiring continuity of messaging and public outreach to ensure public awareness of the projects.

Examples of the assigned project(s) being considered for outreach services include, but are not limited to:

- I-10/Tippecanoe – Landscape Maintenance
- I-10/Citrus – Landscape Maintenance
- I-10/Cherry – Landscape Maintenance
- I-10/Pepper Interchange – Construction
- SR 210/Pepper Interchange – Construction
- SR 210 Landscaping – All Phases
- SR 60 Archibald – All Phases
- I-215 Barton Road – Design, Right of Way (R/W)
- I-10/Monte Vista – Project Approval/Environmental Document (PA&ED)
- SR 210/Base Line Interchange – All Phases
- I-10/University Interchange – Planning
- I-215/University Interchange – Plans Specifications and Estimate (PS&E)

2.2 Need for Outreach

The public demand for awareness of agency stewardship and project-related public impact continues to increase. The public outreach effort for the assigned project(s) is to help ensure that impacts are mitigated or reduced to a minimum to assist the project team in delivering effective transportation improvements throughout the County.

Outreach helps the resident, business owner, commuter, and recreational traveler understand the issues associated with projects in development to help manage daily, weekly, monthly, and, sometimes even longer, life schedules. Effective communication about SANBAG projects also provides the taxpayer with a better understanding of how their tax dollars are invested in the region and underscores SANBAG's stewardship responsibilities.

3.0 TASKS

CONSULTANT shall work closely with SANBAG Legislative and Public Affairs staff and various SANBAG Major Projects consultant teams to facilitate community engagement throughout the applicable project(s) delivery process. The public outreach program shall contain the key elements outlined below.

3.1 Public Outreach Plan

CONSULTANT shall submit a Public Outreach Plan for the assigned project(s), which creates an identity for that project and describes the CONSULTANT's approach to the tasks and activities that will be performed during the performance of the WORK.

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

deliverables will be completed and reviewed by members of the CONSULTANT team, as well as a detailed understanding of public engagement rules and regulations as it applies to the various engagement opportunities involving a public entity or agent thereof.

CONSULTANT responsibilities shall include:

- Submit a Public Outreach Plan for SANBAG review and approval within 15 days of assignment of task. The plan shall be reviewed and updated as required by significant projects changes or changes in the public outreach approach.

3.2 *Community Meetings*

Community meetings are an opportunity to outreach with target stakeholder groups. The objective of these meetings is to foster awareness of the project(s) and educate the public on activities that are anticipated for their community. Consultant shall expect to arrange and prepare for multiple community meetings annually. SANBAG will participate and present at meetings as appropriate.

CONSULTANT responsibilities shall include:

- Arrange and coordinate the meetings
- Coordinate the preparation of collateral materials/informational packets with SANBAG staff
- Prepare and facilitate all logistics for the meetings, in coordination with SANBAG
 - Coordinate scheduling of meetings and other related logistics
 - Open-house meetings
 - Opening presentation, stations, comment opportunities
 - Content of presentation material

3.3 *Projects Hotline*

Establish a SANBAG Project(s) Helpline that allows stakeholders to call in with their questions and/or comments. This toll-free number will be featured in most collateral materials and will be posted on all electronic communication (i.e., website, social media, e-blast messages). The helpline number shall be offered in English and Spanish.

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

- Regularly update outgoing bilingual (English/Spanish) messages
- Provide basic outreach information and allow callers to leave a voice message
- Monitor telephone messages left on the telephone helpline on a daily basis
- Maintain a call log, update the stakeholder database, and respond to helpline inquiries within one business day
- Send documented comments to SANBAG for review and response

- Ensure that all comments have received responses from SANBAG
- Immediately notify SANBAG Legislative and Public Affairs of key issues

3.4 Media Relations

Media relations tasks are intended to maximize positive coverage in the media without utilizing direct advertising. These efforts should focus on identifying opportunities for media coverage on positive developments throughout the delivery of the assigned project(s). The anticipated media relations tasks include, but are not limited to, public service announcements (PSAs), opinion editorials (op-eds), as well as mailings and paid advertising of activities and status of the projects.

All information generated for these efforts will be incorporated into the project web page, newsletter, and other forms of electronic communication. Media opportunities will be coordinated through SANBAG's Legislative and Public Affairs Department.

CONSULTANT shall perform the following tasks:

- Develop PSAs/ press releases and media advisories
- Develop initial media package
- Update media package as required
- Provide mailings and paid advertising as required to support the assigned project's delivery process
- All media relations deliverables shall be approved by SANBAG's Legislative and Public Affairs Department prior to release

3.5 Electronic Communication

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

CONSULTANT shall perform the following tasks:

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

3.6 Social Media

CONSULTANT shall provide SANBAG Legislative and Public Affairs with Social Media content for the various assigned project(s) that are active. CONSULTANT shall assist with the monitoring of comments on project-specific social media sites for the assigned project(s). CONSULTANT shall monitor other social media environments for mentions of the assigned project(s).

CONSULTANT shall perform the following tasks:

- Provide SANBAG with content for posting on social media accounts
- Develop project-specific digital engagement tools as necessary

3.9 *Project Website*

Provide project-specific web site content to create a dynamic platform to share the latest project information and encourage two-way communication with project stakeholders. The content should include, but not be limited to: general project information, project newsletters and videos, community updates, events calendar, online surveys, links to project cities and stakeholder groups, and contact information.

CONSULTANT shall perform the following tasks:

- Provide SANBAG with project-specific web content for the duration of the contract.

3.10 *Stakeholder Database*

CONSULTANT shall ensure that all communications with stakeholders is organized and easily accessible. CONSULTANT shall maintain a project-specific, comprehensive stakeholder database. CONSULTANT shall review, update, and maintain the database as additional stakeholders are identified throughout the life of the contract.

CONSULTANT shall perform the following tasks:

- Establish, maintain, and update project-specific stakeholder database

3.11 *Event Planning/Management*

Plan, coordinate, and manage public events for project groundbreaking and dedication ceremonies as directed by SANBAG Legislative and Public Affairs Department. These events will serve as media opportunities to highlight SANBAG's ability to successfully deliver on promised projects. These should be coordinated with calendars of key elected officials for participation.

CONSULTANT shall perform the following tasks:

- Plan, coordinate, and manage all groundbreaking and dedication ceremonies for the assigned project(s).
- Coordinate with event stakeholders to establish and develop project-specific event task lists that assign duties to each involved staff member.
- Develop Save-the-date and invitation materials for each assigned project(s) event.

Minute Action

AGENDA ITEM: 12

Date: *January 14, 2016*

Subject:

SR210/Base Line 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 dated December 3, 2015, identified 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 58.10% 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 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 City has also indicated that they anticipate that in the future they will request a loan for the DIF share of the right-of-way and construction phases.

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. The Loan Agreement was originally recommended for approval by the Board of Directors Metro Valley Study Session

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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(MVSS) on November 12, 2015, but since that time a revised Exhibit B has been provided by the City of Highland that identifies all City projects with committed DIF. As the amount committed is significant, staff determined that the Agreement should be brought back to MVSS for further discussion and approval.

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 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. The total of Committed DIF as identified in Exhibit B is \$16,105,000. The City has indicated that they anticipate significant DIF in the future from the proposed development and anticipate repayment of this loan and any future loan for the SR210/Base Line Project within the ten years specified in the agreement.

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 not an eligible use of Major Street Program 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: January 14, 2016

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: 02/03/2016 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: 02/03/2016
 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 (2465 : SR210/Base Line 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 February 3, 2016, 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 February 3, 2016, 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 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.

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

8.10 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-----

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt [Revision 1] (2465 : SR210/Base Line Term Loan Agreement)

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, Procurement Manager

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt [Revision 1] (2465 : SR210/Base Line 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

ITEM	DIF COMMITTED PROJECT	DIF AMOUNT COMMITTED	STATUS
1	Greenspot Road (Church St. to Alta Vista Dr.) and Base Line (Webster St. to Church St.) Bikeway and Safety Improvements	\$ 200,000	Construction
2	5th Street (Victoria Ave. to Palm Ave.) Improvements	\$ 1,000,000	Construction
3	Palm Avenue/Cypress Street Intersection Traffic Signal	\$ 240,000	Design
4	Boulder Avenue (San Manuel Village Entrance to Greenspot Rd.) Improvements	\$ 265,000	Design
5	3rd Street (Victoria Ave. to Palm Ave.) Improvements	\$ 85,000*	Design
6	Orange Street Bridge Replacement at Plunge Creek Overflow	\$ 536,000	Environmental
7	SR-210/Base Line Interchange Ramps and Street Improvements	\$ 2,686,400*	Environmental
8	Victoria Avenue (3rd St. to 6th St.) Improvements	\$ 1,225,000*	Design
9	Deleted	\$ 0	---
10	Palm Avenue (3rd St. to 5th St.) Improvements	\$ 1,040,000	Design
11	3rd Street (Palm Ave. to 5th St.) Extension and Improvements	\$ 3,530,000**	Design
12	Boulder Avenue (Greenspot Rd. to S. City Limits) Improvements	\$ 108,000	Environmental
13	Palm Avenue (Base Line to Highland Ave.)	\$ 1,350,000	Feasibility Study
14	SR-210/5th Street Interchange Ramps and Street Improvements	\$ 3,840,000	Not Started
	TOTAL:	\$ 16,105,000	
*	IVDA Mitigation Payment		
**	DIF and IVDA Mitigation Payment		

Minute Action

AGENDA ITEM: 13

Date: *January 14, 2016*

Subject:

2017 Federal Transportation Improvement Program

Recommendation:

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

- A. Approve the 2017 San Bernardino County Transportation Improvement Program, as shown in Attachment 1 (under separate cover from agenda), to be submitted to Southern California Association of Governments for inclusion in the 2017 Federal Transportation Improvement Program.
- B. Authorize staff to amend the 2017 San Bernardino County Transportation Improvement Program as necessary to meet State, Federal, and responsible agency programming requirements.
- C. Adopt Resolution No. 16-020, certifying that the San Bernardino County Transportation Commission and other project sponsors have resources available and committed for the first two years of the Federal Transportation Improvement Program (FTIP) and reasonably available for the last four years to fund the projects in the Fiscal Year 2016/2017 through 2021/2022 Transportation Improvement Program, and affirming its commitment to implement all projects in the program.

Background:

Federal regulations require Southern California Association of Governments (SCAG), the federally designated Metropolitan Planning Organization (MPO) as well as the state-designated transportation planning agency and multi-county designated transportation planning agency for the six-county Southern California region, to adopt a Transportation Improvement Program (TIP) for the region. The TIP must be consistent with SCAG's long-range Regional Transportation Plan/Sustainable Communities Strategy (2012 RTP/SCS). The region's adopted TIP is then submitted to the California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) for final approval and adoption into the Federal Transportation Improvement Program (FTIP).

The FTIP is a listing of regionally significant and/or federally funded projects expected to be under development over the six-year period ending in federal Fiscal Year 2021/2022. It is updated every two years and amended frequently within that time period. San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission, is responsible for submitting all transportation projects that are regionally significant or federally funded to SCAG for inclusion into the FTIP. Federal regulations require

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

January 14, 2016

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SCAG to determine that projects submitted in the FTIP meet air quality conformity requirements in the federally designated non-attainment and maintenance areas and federal financial constraint regulations. Fiscal constraint regulations require that funds shown in the first two years of the FTIP are available and committed, and funds shown in the last four years are reasonably available.

To develop the 2017 FTIP, SANBAG staff has been working with the local jurisdictions, transit agencies, and Caltrans District 8 to obtain project information that reflects the latest project commitments. Attachment 1 (under separate cover from agenda) lists all projects that are recommended for inclusion in the 2017 FTIP. Staff requests the approval of the Program to be submitted to SCAG. Additionally, staff requests authorization to amend the FTIP in the future as required to reflect changes to project scope, schedule, or funding sources.

To demonstrate SANBAG's FTIP submittal meets financial constraint requirements, an adopted resolution must be included in the submittal. Resolution No. 16-020 certifies San Bernardino County Transportation Commission and other project sponsors have the resources to fund the projects submitted for inclusion in the FTIP and affirms the commitment to implement all of the projects submitted in the program.

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act (FAST Act). The FAST Act is a five-year federal transportation act in effect through 2020. Overall, the FAST Act largely maintains current program structures and funding shares between highways and transit with an overall increased funding by 11 percent over five years. Funding levels in the 2017 FTIP are consistent with levels under the prior authorization; therefore, changes may be required as new funding levels are being developed for the FAST Act. Staff will bring forward any changes requiring Board approval as more information becomes available.

Financial Impact:

This item is consistent with the adopted SANBAG Budget

Reviewed By:

This item is scheduled for review by the Mountain/Desert Policy Committee on January 15, 2016. This item and the resolution have been reviewed by General Counsel.

Responsible Staff:

James Mejia, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: January 14, 2016

Witnessed By:

RESOLUTION NO. 16-020

A RESOLUTION CERTIFYING THAT THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AND OTHER PROJECT SPONSORS HAVE RESOURCES TO FUND THE PROJECTS IN THE FEDERAL FISCAL YEARS 2016/2017 – 2021/2022 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS THE COMMITMENT TO IMPLEMENT ALL OF THE PROJECTS IN THE PROGRAM

WHEREAS, San Bernardino County is located with the metropolitan planning boundaries of the Southern California Association of Governments (hereinafter referred to as “SCAG”); and

WHEREAS, Federal regulations require SCAG to adopt a regional Transportation Improvement Program (“TIP”) for the metropolitan planning area; and

WHEREAS, Federal regulations also require that the regional TIP include a financial plan that demonstrates how the TIP can be implemented; and

WHEREAS, the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”) is the agency responsible for short-range capital and service planning and programming for the San Bernardino County area within the SCAG region; and

WHEREAS, as the responsible agency for short-range transportation planning, SANBAG is responsible for the development of the San Bernardino County TIP, including all projects utilizing federal and state highway/road and transit funds; and

WHEREAS, SANBAG must determine, on an annual basis, the total amount of funds that could be available for transportation projects within its boundaries; and

WHEREAS, SANBAG has adopted the Federal Fiscal Years 2016/17-2021/22 San Bernardino County TIP with funding available and committed for Federal Fiscal Years 2016/2017 and 2017/2018, and reasonably available for Federal Fiscal Years 2018/2019 through 2021/2022.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission as follows:

Section 1. The Commission affirms its continuing commitment to the projects in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP.

Section 2. The Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP Financial Plan identifies the resources that are available and committed in the first two years and reasonably available to carry out the program in the last four years, and certifies that:

1. Projects in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP are consistent with the proposed 2016 State Transportation Improvement Program (STIP) scheduled to be approved by the California Transportation Commission in April 2016; and
2. All of the projects in the San Bernardino County TIP have complete funding identified in the Program. Except the following 5 projects which will require additional funding in the 2016 STIP cycle.
 - 20151301 – Redlands Passenger Rail Program
 - 20159901 – I-15 Express Lanes
 - 20159902 – I-10 Express Lanes
 - SBD31850 – I-215 @ Barton Road Interchange
 - SBD59303 – Set asides/reservations for future SB45-Planning, Programming and Monitoring

These projects are the County's priorities for 2016 STIP funds. The San Bernardino County 2016 STIP Regional Improvement Program, as identified in the Financial Plan, will include sufficient funds to complete the projects. Therefore, as required by Federal regulations, SANBAG finds that full funding can reasonably be anticipated to be available for these projects within the time period contemplated for completion of the project.

3. SANBAG has the funding capacity in its county Surface Transportation Program ("STP") and Congestion Mitigation and Air Quality Program ("CMAQ") apportionments to fund all of the projects programmed for those funds in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP; and
4. The local match for projects funded with federal STP and CMAQ program funds is identified in the San Bernardino County TIP; and
5. All of Federal Transit Administration-funded projects are programmed consistent with MAP-21 funding levels.
6. SANBAG staff is authorized to amend the TIP based on current funding levels and funding priorities established by the SANBAG Board of Directors and other project sponsors.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on _____, 2016.

Ryan McEachron, President

ATTEST:

Vicki Watson,
Clerk of the Board

Attachment: 2017 FTIP Resolution 16-020 [Revision 2] (2432 : 2017 FTIP)

RES16-020

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		X
James Ramos Board of Supervisors		X		X	X	X		X	X	X	X	
Janice Rutherford Board of Supervisors	X	X		X		X		X	X			X
Josie Gonzales Board of Supervisors	X	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		X	X
Dennis Yates City of Chino	X	X		X				X	X	X	X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X		X	X		X	X
Frank Navarro City of Colton	X	X	X	X	X	X		X	X	X	X	X
Michael Tahan City of Fontana	X	X	X	X	X	X		X		X*	X	X
Darcy McNaboe City of Grand Terrace		X		X	X	X		X	X	X	X	X
Mike Leonard City of Hesperia												
Larry McCallon City of Highland	X			X				X	X	X	X	X

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

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	X	
Paul Eaton City of Montclair	X	X	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	X	X
L. Dennis Michael City of Rancho Cucamonga	X		X	X	X				X	X	X	
Jon Harrison City of Redlands	X	X	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		X
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland		X	X	X	X	X		X	X*	X	X	X
Ryan McEachron City of Victorville	X	X	X	X		X		X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	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