



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
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Web: www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA
Board of Directors Metro Valley Study Session

May 12, 2016

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

Location

SANBAG
First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

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, Council Member
City of Colton

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

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

Mountain/Desert Representatives

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Eric Schmidt, Council Member
City of Hesperia

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

Edward Paget, Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

James Ramos, Third District
Curt Hagman, Fourth District

Josie Gonzales, Fifth 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

Board of Directors Metro Valley Study Session

**May 12, 2016
10:00 AM**

**Location
First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

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

CALL TO ORDER

(Meeting Chaired by 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 KASA Construction, Inc., Ortiz Enterprises, Inc., Sully-Miller Contracting Company, Riverside Construction Company, Inc. And Flatiron West, Inc.**

Receive and file change order report.

Presenter: Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Project Delivery

3. **SR-210 Lane Addition and Baseline 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 award of Contract No. 15-1001231 with AECOM Technical Services for the preparation of Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services and Design Support During Construction Services for the SR-210 Lane Addition and Baseline Interchange Project in an amount not-to-exceed \$10,382,474.60, after receipt of Pre-Award Audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Approve a contingency amount for Contract No. 15-1001231 of \$1,038,247.46, and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: Dennis Saylor

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

4. **Cooperative Agreement with Caltrans for State Route 60 Central Avenue Interchange for the Project Approval and Environmental Document, Plans, Specifications, and Estimates, and Right of Way Phases**

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

Approve Cooperative Agreement No. 16-1001480 with the California Department of Transportation (Caltrans) for the Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases for the State Route 60 (SR-60) Central Avenue Interchange Project, which designates SANBAG as the implementing and funding agency for the project and designates SANBAG as the agency acquiring ROW and exercising Eminent Domain.

Presenter: Dennis Saylor

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

5. Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard

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. 16-1001477 with the City of San Bernardino for the Environmental Clearance, Design and Right-of-Way Phases for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project (Project), which defines roles, responsibilities and funding for these phases including having SANBAG be the lead agency for these phases and the lead agency for the Federal Highway Bridge Program (HBP) funds;

B. Ratify that SANBAG, as of April 20, 2016, has contributed to the City of San Bernardino \$120,974.22 in Measure I Valley Major Street Program (Arterial) funds towards the Mount Vernon Viaduct project as part of the Jurisdiction Master Agreement No. C12024 and that the \$120,974.22, along with any additional contributions prior to implementation of these agreements will be credited towards SANBAG's share defined in Cooperative Agreement No. 16-1001477;

C. Approve Assignment and Assumption Agreement No. 16-1001511 with the City of San Bernardino, and AECOM Technical Services (AECOM) for City's assignment and SANBAG's assumption of the City's existing final design services contract (SERVICES AGREEMENT) with AECOM for the Project. The effective date of this Agreement is contingent upon SANBAG being issued a Federal Authorization to Proceed (E-76) for the HBP Funds;

D. Approve budget amendment to increase SANBAG Fiscal Year 2015/2016 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$200,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$177,060.00 in Federal HBP funds which SANBAG will be receiving, \$15,507.44 from Measure I Valley Major Street Program (Arterial) funds and \$7,432.56 in Development Share funds from the City of San Bernardino.

E. Approve a budget amendment to increase SANBAG Fiscal Year 2016/2017 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$3,000,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$2,655,900.00 in Federal HBP funds which SANBAG will be receiving, \$232,611.60 from Measure I Valley Major Street Program (Arterial) funds and \$111,488.40 in Development Share funds from the City of San Bernardino.

Presenter: Dennis Saylor

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

6. Monte Vista Grade Separation Plans Specifications, and Estimate Approval

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

Approve the Plans, Specifications, and Estimate (PS&E) package for the Monte Vista Grade Separation Project.

Presenter: Dennis Saylor

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

7. State Route 210 Pepper Avenue Interchange - Approval of Final Design Plans and Advertisement for Construction Bids

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 the Plans, Specifications, and Estimate (PS&E) package for the State Route 210 (SR-210) Pepper Avenue Interchange Project.

B. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. 16-1001513, subject to approval by SANBAG General Counsel as to form and pending federal authorization to proceed, for construction bids for the SR-210 Pepper Avenue Interchange Project.

C. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001513 for the SR-210 Pepper Avenue Interchange Project.

Presenter: Dennis Saylor

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG Procurement Manager has reviewed this item.

8. Interstate 10 Alabama Street 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 a Memorandum of Understanding (MOU) No. 16-1001326 with the City of Redlands for the development of the Interstate 10 (I-10) Alabama Street Interchange.

B. Authorize the release of a Request For Proposals (RFP) No. 16-1001516 to retain an Architectural/Engineering (A/E) firm for the preparation of Project Initiation Document (PID), Project Approval/Environment Document (PA/ED), and Plans, Specifications and Estimates (PS&E), and to provide support services for the Right-of-Way and Construction phases of the I-10 Alabama Street Interchange project.

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, a draft of the MOU and the draft RFP Scope of Work.

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

That the following be reviewed and recommended 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. 16-012 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: Circle P Holdings, LLC, a California Limited Liability Company (hereafter “Circle P Holdings property”) (Assessor’s Parcel Numbers [APNs] 1167-141-03 and 1167-141-04; Caltrans Parcel Number [CPN] 23334). The Resolution must be approved by at least a two-thirds majority;

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-015 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: C-Y Development Co., a California Corporation and a C-Y Development Company (hereafter “C-Y Development property”) (APNs 1167-141-10 and 1167-141-11; CPN 23333). The Resolution must be approved by at least a two-thirds majority;

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-019 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: AutoZone Development Corporation (hereafter “AutoZone property”) (APN 1167-231-24; CPN 23343). The Resolution must be approved by at least a two-thirds majority;

E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-026 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: Terry Don Adcock and Lora E. Adcock (hereafter “the Adcock property”) (APN 1167-141-09; CPN 23336). The Resolution must be approved by at least a two-thirds majority;

F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-027 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: Fahim Tanios and Nayra F. Tanios, husband and wife as joint tenants (hereafter “the Tanios property”) (APN 1167-141-01; CPN 23337). The Resolution must be approved by at least a two-thirds majority;

G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-031 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: Georgia Capital, LLC (hereafter “the Georgia Capital property”) (APNs 1167-151-01 and 1167-161-01; CPN 23332). The Resolution must be approved by at least a two-thirds majority;

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-040 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: City of Riverside, a municipal corporation (hereafter “the first City of Riverside property”) (APN 1167-121-08; CPN 23362). The Resolution must be approved by at least a two-thirds majority;

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-045 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: City of Riverside, a municipal corporation (hereafter “the second City of Riverside property”) (APN 1167-151-14; CPN 23765). The Resolution must be approved by at least a two-thirds majority;

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-042 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: Janette H. Sosothikul, a widow, as to an undivided ½ interest, and Arthur Adams, Trustee under the Gerard and Maria Adams Revocable Living Trust dated December 4, 2002, as to an undivided ½ interest, each as tenants in common (hereafter “the Adams property”) (APN 1167-121-10; CPN 23364). The Resolution must be approved by at least a two-thirds majority;

K. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-043 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: 2881 Hulen Place, LLC, a California Limited Liability Company, as to an undivided 50% interest and 439 Stoddard Avenue, LLC, a California Limited Liability Company, as to an undivided 50% interest, as tenants in common (hereafter “the Hulen property”) (APN 0275-223-16; CPN 23369). The Resolution must be approved by at least a two-thirds majority; and

Presenter: Paula Beauchamp

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

Discussion - Transportation Programming and Fund Administration

10. Amendment to Cooperative Agreement C07066 with City of Fontana

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 Amendment No. 1 to Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project.

Presenter: Ellen Pollema

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

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
June 9, 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 or she would like to amend his or her 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 voted upon first, and if it fails, then the original motion is considered.
- 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
Revised May 4, 2016*

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

Minute Action

AGENDA ITEM: 1

Date: May 12, 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	C13022	KASA Construction, Inc. <i>Diana Kasbar</i>	MSL Electric, Inc. Quality Hydroseeding & Restoration Treesmith Enterprises, Inc. Turboscape, Inc.
2-B	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

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			<p>Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunitite Truesdell Corporation West Coast Welding, Inc.</p>
2-C	C14164	<p>Sully-Miller Contracting Company <i>Raymond Sanchez</i></p>	<p>AC Dike ACL Construction Company, Inc. Bravo Sign & Design Cal-Stripe Coral Construction Company Diversified Landscape Company Fencecorp, Inc. Goss Construction Company, Inc. Harber Companies, Inc. High-Light Electrical, Inc. Integrity Rebar Placers J.V. Land Clearing LNA Concrete Structures, Inc. MCM Construction, Inc. Statewide Safety & Signs, Inc.</p>
2-D	C13121	<p>Riverside Construction, Inc. <i>Donald Pim</i></p>	<p>Caliagua Chrisp Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc. Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction</p>
2-E	C14162	<p>Flatiron West, Inc. <i>Christian M. Peich</i></p>	<p>Advanced Concrete Sawing & Sealing All American Asphalt Coral Construction D.C. Hubbs Construction Elecnor Belco Electric, Co. Griffith Company</p>

Board of Directors Metro Valley Study Session Agenda Item

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			Integrity Rebar Placers L. Johnson Construction, Inc. Malcolm Drilling Old Castle Precast, Inc. Payco Specialties, Inc. Southwest V-Ditch, Inc.
3	15-1001231	AECOM Matt Ulukaya	Arellano Associates Earth Mechanics, Inc. ICF International Jackie L. Patterson & Associates Morris Engineering Inc. Ninyo & Moore Psomas Overland, Pacific & Cutler, Inc. Roy Ketring Thirtieth Street Architects Wilson & Company
5	15-1001511	AECOM Matt Ulukaya	Arellano Associates Earth Mechanics, Inc. ICF International Jackie L. Patterson & Associates Morris Engineering Inc. Ninyo & Moore Psomas Overland, Pacific & Cutler, Inc. Roy Ketring Thirtieth Street Architects Wilson & Company

Item No.	Principals & Agents
9	Circle P Holdings, LLC <i>Nathan Peery</i>
	C-Y Development Co. <i>Jim Coffin</i>
	AutoZone Development Corporation <i>James C. Griffin</i>
	Terry Don Adock & Lora E. Adock
	Fahim Tanios & Nayra F. Tanios
	Georgia Capital, LLC <i>Kendall King</i>

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2016

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Item No.	Principals & Agents
9	City of Riverside <i>Irene Martinez</i>
	Gerard and Maria Adams Revocable Living Trust <i>Janette H. Sosothikul & Arthur Adams</i>
	2881 Hulen Place, LLC & 439 Stoddard Avenue, LLC <i>Jim Franklin</i>

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *May 12, 2016*

Subject:

Construction Contract Change Orders to on-going SANBAG construction contracts with KASA Construction, Inc., Ortiz Enterprises, Inc., Sully-Miller Contracting Company, Riverside Construction Company, Inc. And Flatiron West, Inc.

Recommendation:

Receive and file change order report.

Background:

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

A. Contract Number (CN) C13022 with KASA Construction, Inc. for construction of the SR-210 Segment 11 Landscaping project: CCO No. 19 (\$113,388.00 decrease to account for various bid items that underran the Engineers Estimate by 25% or more) and CCO No. 20 (\$24,001.13 increase to compensate contractor for various bid items that over ran the Engineers Estimate by 25% or more as allowed by the Standard Specifications).

B. CN C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 67 (\$142,075.55 increase to compensate contractor for adjusting various bid items as allowed by the Standard Specifications which underran or overran the Engineers Estimate by 25% or more).

C. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tippecanoe Avenue Interchange Phase II project: CCO No. 18 Supplement 2 (\$1,260.00 additional funds for 120 linear feet of K-rail required during work staging switch and modifying staging plans to combine Stages 3A and 3B), CCO No. 39 (\$2,051.75 increase to compensate contractor for providing City of San Bernardino street sign to City standards), CCO No. 47 (\$8,355.60 increase to compensate contractor for additional water meter fees above the amount stated in the contract documents) and CCO No. 50 (\$15,000.00 increase to compensate contractor for the installation of handrail for public safety behind curb ramp depressions at the southeast and southwest corners of Anderson Street and Redlands Boulevard).

D. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 2 Supplement 1 (\$10,000.00 additional funds for removal and disposal of buried man-made objects as provided by in the contract Standard Specifications).

E. CN C14162 with Flatiron West, Inc. for construction of the I-15 Base Line Interchange

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2016

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project: CCO No. 1 Supplement 2 (\$75,000.00 additional funds to maintain traffic and public safety as provided for in the contract Standard Specifications), CCO No. 4 Supplement 2 (\$25,000.00 additional funds to maintain existing and temporary electrical systems as provided for in the contract Standard Specifications), CCO No. 14 Supplement 1 (\$15,000.00 additional funds for removal and disposal of buried man-made objects as provided for in the contract Standard Specifications), CCO No. 33 (\$20,000.00 increase to compensate contractor for extra work required to modify the top of Retaining Wall 385R to provide a matching profile with the adjacent roadway), CCO No. 34 (\$22,862.44 increase to compensate contractor for additional drainage work to channel water from a low point on the southbound off ramp not identified on the contract plans), CCO No. 35 (\$15,000.00 increase to compensate contractor for relocation of a Fire Service Assembly not shown on the plans and in conflict with improvements along Base Line Avenue), CCO No. 37 (\$24,237.14 increase for revising the traffic handling plans to eliminate conflict between temporary K-rail and pavement joints), CCO No. 38 (\$19,407.48 increase to compensate contractor for placement of temporary traffic signal equipment during planned staging of work to allow for removal of existing signal equipment in median island in conflict with improvement grades to provide safe passage of traffic and pedestrians) and CCO No. 42 (\$750.00 increase for contractor to provide “Just in Time Training” for concrete pavement as provided for in the contract Special Provisions).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No’s 0824, 0826, 0842, 0884 and 0892.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

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

Attachment: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

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

040	DS-1 Modifications	\$ 14,000.00
041	Tree Removal and Water Line	\$ 8,500.00
042	Relocation of Gas and Water Services	\$ 12,200.00
043	ADA Requirements on Bridge	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on #4 Lanes	\$ 86,614.00
045	Additional Concrete Swale Along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$ 27,000.00
048	Curb and Sidewalk at SW Corner Valley/Citrus	\$ 5,200.00
050	Mulberry Channel Access Ramp	\$ 45,778.00
051	Street Light Pole Bases	\$ 8,159.00
052	Revise Curb Ramps, Sidewalks & Ped Buttons for ADA	\$ 15,000.00
054	I-10 Median Paving	\$ 44,500.00
056	Misc. Work Not Covered by Contract Items	\$ 40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	Traffic Signal Equipment at Slover and Valley	\$ 59,787.00
060	Caltrans Safety Comments EB on Ramp	\$ 35,000.00
061	Remove Pedestrian Crossing Features	\$ 35,000.00
065	Apprentice Training	\$ 3,600.00
065 S-1	Additional Funds	\$ 1,400.00
066	Hot Mixed Asphalt Price Adjustment	\$ 35,141.65
067	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 147,391.52
068	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 104,127.07
069	Final Claims Adjustment and Extending Plant Establishment Period	\$ 8,000.00
CCO TOTAL		\$ 1,160,351.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,726,000.00

I-10 Cherry Interchange - Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$ 35,000.00
1 S-1	Additional Funds	\$ 12,000.00
2	Maintain Existing Irrigation System	\$ 5,000.00
2 S-1	Additional Funds	\$ 25,000.00
3	Water Pollution Control Maintenance Sharing	\$ 20,000.00
4	Additional Striping and Temporary Pavement	\$ 30,000.00
4 S-1	Additional Striping – Supplement 1	\$ 15,000.00
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	\$ (39,090.00)
6	Dispute Review Board	\$ 15,000.00
6 S-1	Additional Funds	\$ 10,000.00
7	Partnering	\$ 20,000.00
8	Compliance with Right-of-Way Obligations	\$ 60,000.00
8 S-1	Compliance with Right-of-Way Obligations – Supplement 1	\$ 60,000.00
8 S-2	Compliance with Right-of-Way Obligations – Supplement 2	\$ 100,000.00
9	Graffiti Removal	\$ 15,000.00
9 S-1	Graffiti Removal – Supplement 1	\$ 25,000.00

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10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System – Supplement 1	\$ 20,000.00
10 S-1	Maintain Existing Electrical System – Supplement 2	\$ 38,000.00
11	Spillway Drainage Connection to DS-1	\$ 25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Supplement 1	\$ 13,000.00
11 S-2	Additional Funds	\$ 18,000.00
12	Temporary Light Poles	\$ 20,000.00
13	Remove Existing Sign Structure	\$ 10,260.00
14	Compensation for Right-of-Way Obstruction (Leach Tank)	\$ 10,780.00
15	Revision to Contract Special Provisions for Tree Removal	\$ 0.00
16	RW 680 Footing Modifications	\$ (21,490.00)
17	Remove Existing Asbestos Pipe	\$ 10,797.00
19	Regular PCCP in Lieu of Rapid Set Concrete	\$ (152,296.00)
18	Realign 96” RCP	\$ 49,991.01
20	Driveway for Truck Stop Facility	\$ 0.00
21	Remove Tree Item Adjustment	\$ 103,187.55
21 S-1	Additional Funds	\$ 58,999.65
22	Change in Alignment for SW 697	\$ 0.00
23	Modified Concrete Barrier for Concrete Poles	\$ 25,000.00
23 S-1	Additional Funds	\$ 35,000.00
24	Removal and Disposal of Man-Made Buried Objects	\$ 5,000.00
24 S-1	Additional Funds	\$ 55,000.00
25	Additional Grout at Sound Wall 697	\$ 5,000.00
26	New Drainage System at RW 33	\$ 5,199.50
27	Modifications to Drainage System No. 1 Channel Wall	\$ 21,477.30
28	Just-in-Time Training	\$ 1,110.00
29	Maintain Existing Drainage System	\$ 20,000.00
29 S-1	Additional Funds	\$ 30,000.00
30	Modifications to Drainage System	\$ (115,480.50)
31	Payment to Edison	\$ 10,000.00
32	Various Unforeseen Additional Work	\$ 30,000.00
32 S-1	Additional Funds	\$ 30,000.00
33	Electrical Revisions for MSE Wall	\$ 46,447.28
34	Bridge Modifications as per Caltrans and UPRR	\$ 26,000.00
35	Increase in Various Items	\$ 73,234.66
36	Joint Armor for Bridge Sidewalks	\$ 13,000.00
37	Revisions to Rock Blanket Thickness	\$ (154,335.02)
37 S-1	Replace Rock Blanket with 2 ½” Gravel	\$ (23,100.00)
38	Revise SP’s for Payment for Removal of Temporary Striping	\$ 20,000.00
38 S-1	Additional Funds	\$ 14,000.00
40	Rush Truck Center Parking Lot	\$ 45,000.00
42	Pedestrian Access to Bridge	\$ 20,000.00
42 S-1	Additional Funds	\$ 5,000.00
43	Type 60C Barrier and Shotcrete Along W/B Off-Ramp	\$ 35,000.00
45	Lower Fiber Optics and Drainage Systems for Roadway	\$ 60,461.12
45 S-1	Additional Funds	\$ 10,000.00
46	Temp. Electrical Feed for Street Lighting for Stage 1A	\$ 17,000.00
48	Pedestrian Signal Heads, Pushbuttons and Street Signs	\$ 29,903.05
49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72

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Attachment: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

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
67	Bid Item Price Adjustment	\$ 142,075.55
68	Bid Item Adjustments	\$ 18,700.01
CCO TOTAL		\$ 1,881,179.39
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)

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12	Water Meter Installation	\$ 24,514.00
12 S-1	Additional Funds	\$ 2,000.00
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)
15 S-2	Additional Funds	\$ 32.84
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

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Attachment: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

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)
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		\$ 518,899.27
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)

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14 S-3	Decrease in Funds	\$ (852.61)
15	Disposition of ADL Soil	\$ 137,620.00
15 S-1	Traffic Control Plan	\$ 10,000.00
15 S-2	Disposition of ADL Soil –Extra Work at Force Account	\$ 209,580.00
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

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34	Modification of DRB Agreement – Position Paper Due Dates	\$ 0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$ 38,500.00
35 S-1	Additional Funds	\$ 16,000.00
35 S-2	Additional Funds	\$ 10,331.48
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

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8	Tree Removal	\$ 6,750.00
9	Strom Water Maintenance	\$ 19,400.00
10	Buried Man-made Objects	\$ 10,000.00
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
17 S-1	Additional Funds	\$ 850.00
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
18 S-1	Additional Funds - Staging Modifications	\$ 0.00
18 S-2	Additional Funds – K-rail for Staging Switch	\$ 1,260.00
19	Asphalt Binder Adjustment for RHMA Mix Design	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
20 S-1	Decrease in conduit and pull boxes	\$ (5,300.00)
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
26 S-1	Additional Funds for trees at Lee Street	\$ 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
30	Traffic Signal & Interconnect Caltrans Modifications	\$ 60,743.52
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
31 S-3	Additional Funds	\$ 15,177.10
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
34 S-2	Additional Funds	\$ 8,818.95
36	Drainage System No. 22 Re-alignment	\$ 20,000.00
37	AC Paving Transition at Back of New Sidewalk	\$ 8,000.00
39	City of San Bernardino Street Signs	\$ 2,051.75
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
43	Drainage System No. 6 Additional Inlet	\$ 27,639.00
45	Luminaire Arm Changes SCE	\$ 2,400.00
47	Additional Water Meter Fees	\$ 8,355.60

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Attachment: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

50	Handrail at Redlands and Anderson behind Curb Ramp	\$ 15,000.00
	CCO TOTAL	\$ 832,156.52
	TOTAL CONTINGENCY AND SUPPLEMENTAL	\$ 1,583,771.87

Hunts Lane Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Under-Sidewalk Drains and Drainage Call-Outs	\$ (1,100.00)
2	Install Temporary AC Sidewalk South of the RR Tracks	\$ 6,423.00
3	Maintain Existing Electrical	\$ 10,000.00
3 S-1	Maintain Existing Electrical	\$ 20,000.00
4	Man-Made Buried Objects	\$ 80,000.00
4 S-1	Man-Made Buried Objects	\$ 40,000.00
5	Extended Underground Utilities at Oliver Holmes	\$ 15,446.68
6	Maintain Traffic	\$ 20,000.00
6 S-1	Maintain Traffic	\$ 20,000.00
7	Partnering	\$ 5,000.00
8	Dispute Review Board	\$ 10,000.00
8 S-1	Additional Funds	\$ 995.72
9	Trainee	\$ 5,000.00
10	60” Casing Thickness Increase	\$ 16,438.80
11	Substitute Cast-in-Place with Precast Reinforced Concrete Box (RCB)	\$ 0.00
12	Retaining Wall No. 7 Alignment	\$ (2,535.00)
13	Temporary Business Signage	\$ 5,000.00
14	Pedestrian Sidewalk	\$ 10,000.00
14 S-1	Additional Funds	\$ 19,571.63
14 S-2	Additional Funds	\$ 3,455.35
15	MSE Wall Design Methodology	\$ 0.00
16	Additional AT&T Work	\$ 25,500.00
17	16” Waterline Tie-In	\$ 12,700.00
18	SCE Utility Work Deduction	\$ (59,415.80)
19	Drainage Ditch at Club Center Drive	\$ 10,975.00
19 S-1	Additional Funds	\$ 4,298.31
19 S-2	Bypass Channel around Utility Improvements	\$ 9,217.43
19 S-3	Additional Funds	\$ 882.13
19 S-4	Additional Funds	\$ 896.93
20	AT&T Shift for Jacking Pit	\$ 20,000.00
21	Combination of Stages	\$ 0.00
22	Temporary Sewer Tie-In	\$ 70,000.00
22 S-1	Temporary Sewer Tie-In	\$ 40,000.00
23	Temporary Sewer Tie-In	\$ 37,000.00
23 S-1	Temporary Sewer Tie-In	\$ 50,000.00
24	Decatur Irrigation Rebuild	\$ 15,000.00
25	Striping Changes	\$ 0.00
26	Moving Jacking Pit	\$ 10,000.00
26 S-1	Moving Jacking Pit	\$ 30,000.00
27	Hunts Lane Drainage Change	\$ 18,462.00
28	Emergency Access Structure Waterproofing	\$ 7,000.00
29	CIDH Lap Splicing	\$ 5,216.10

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30	Temporary Traffic Delineation Removal	\$ 2,365.00
31	Reimburse Pilot Bore	\$ 27,680.21
34	Additional Sewer Manhole	\$ 8,900.00
43	Plant Establishment Type Change	\$ 0.00
45	Additional 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
45 S-3	Additional Funds for SWPP & Field Office Rent	\$ 640.65
47	Additional Type CF Service Cabinet	\$ 3,520.00
48	Landscaping Reduction	\$ 6,526.20
49	Closure Panels at MSE Wall and Bridge	\$ 0.00
50	Shorter Street Light Under Edison Lines	\$ 3,299.25
51	Profile Bridge Deck	\$ 2,500.00
52	Deletion of Cross Gutter	\$ 0.00
53	Drain Inlet for Adjacent Properties	\$ 6,500.00
54	Additional Potholing of Edison Facilities	\$ 15,000.00
54 S-1	Decrease of Funds	\$ (7,862.82)
55	Additional Chain Link Fence and Gates	\$ 7,150.00
55 S-1	Additional Funds	\$ 19,580.00
55 S-2	Additional Funds	\$ 6,110.17
55 S-3	Additional Funds	\$ 266.81
56	Removal of At-Grade Crossing Equipment	\$ 20,000.00
56 S-1	Additional Funds	\$ 11,533.66
57	Bollards	\$ 10,000.00
58	Redwood Fence Topper on Masonry Wall	\$ 7,565.80
59	Pavement Markings and Crosswalk Deletion	\$ 3,418.80
61	Thief-Proof Access Panels on Light Standards	\$ 411.72
62	Additional Traffic Safety Items	\$ 10,000.00
62 S-1	Additional Funds	\$ 15,869.97
64	Irrigation System Increase due to Water Meter Locations	\$ 9,780.00
65	Decatur Center Landscaping Payment	\$ 4,002.90
66	Fencing Along UPRR Easement	\$ 7,320.00
69	Superior Truck Company Gate Payment	\$ 5,500.00
71	Settlement of NOPC No. 3	\$ 86,357.51
72	Colton Electric Facility Protection	\$ 3,000.00
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

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87	West Colony Community HOA Settlement	\$ 4,400.00
CCO TOTAL		\$ 1,046,562.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

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

Laurel Street Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man-Made Object	\$ 10,000.00
2 S-1	Additional Funds	\$ 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

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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
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		\$ 1,391,951.75
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

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8	Repair Slipped Slope	\$ 64,844.08
8 S-1	Addition of 10 Working Days to Contract Time	\$ 0.00
8 S-2	Returning Unused Funds to Contingency	\$ (15,446.49)
9	Remove Man-Made Objects	\$ 10,000.00
9 S-1	Additional Funds	\$ 3,829.89
10	Wildflower Seed Change	\$ 0.00
11	Rock Blanket and V-Ditch	\$ 80,000.00
12	Pothole Paving	\$ 33,378.72
13	Additional 1.5" Electrical Conduit	\$ 8,971.96
13 S-1	10% Markup on Subcontractor Electrical work	\$ 987.20
14	Shared Cost for Fiber Optic Repairs	\$ 950.00
15	Slope Paving Repairs	\$ 12,000.00
15 S-1	Returning Unused Funds to Contingency	\$ (939.09)
16	Bid Item Overrun/Underrun Final Adjustment	\$ 36,441.15
17	Replace Frost Damaged Plants	\$ 7,500.00
17 S-1	Additional Funds	\$ 908.21
18	Three (3) Additional Work Days	\$ 0.00
19	Bid Item Price Adjustment	\$ (113,388.00)
20	Bid Item Price Adjustment	\$ 24,001.13
CCO TOTAL		\$ 298,481.54
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 445,031.83

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

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

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025	Revise RW 106W and DS #8, 13 and 100	\$ 15,390.02
026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00
029 – S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$ 0.00
029 – S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$ 40,000.00
030	Modify Overhead Sign ‘H’ Values	\$ 13,258.64
030 – S1	Sign B New Foundation	\$ 51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 Southbound on Ramp	\$ 0.00
032	Right-of-Way Delay DS #100 2 nd Street	\$ 10,000.00
033	Modify DS #101 and 102 West of 9 th Segment 2	\$ 63,758.60
033 –S1	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 35,000.00
033 – S2	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 52,501.94
033 – S3	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 25,000.00
033 – S4	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 30,000.00
034	Modify DS #19 Segment 2	\$ 60,000.00
034 – S1	Modify DS #17 and #19 Segment 2	\$ 51,453.50
034 – S2	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 95,000.00
034 – S3	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 16,007.92
034 – S4	Modify DS #17 and #19 – Time Deferment	\$ 0.00
035	Change incandescent ‘Meter On’ Sign	\$ 2,547.55
036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 – S1	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 50,000.00
042 – S2	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 27,000.00
042 – S3	Southbound I-215 Detour North of 16 th Street – Time Deferment	\$ 0.00
043	Revise Retaining Wall 242B, Add 242C	\$ 112,324.75
044	Third Street Train Mural	\$ 4,925.49
045	Right-of-Way Delay for DS #100 at 3 rd Street Power Pole	\$ 4,182.99
047	Baseline Abutment 1 Right-of-Way Delays Due to BNSF Cables	\$ 55,000.00
047 – S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00
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

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057 – S3	Graffiti Removal – Additional Funds	\$ 75,000.00
058	Salvage Vehicle Detection System	\$ 15,000.00
059	Reduce ADL Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00
062	New SWPPP Permit Requirements	\$ 160,665.00
062 – S1	New NPDES Permit – Order No. 2009-0009-DWG	\$ 574,911.32
062 – S2	New NPDES Permit – Order No. 2009-0009-DWG	\$ 55,024.95
062 – S3	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 113,909.31
062 – S4	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline Street OC/OH	\$ 15,000.00
064	Right-of-Way Obligations	\$ 25,000.00
064 – S1	Right-of-Way Obligations – Additional Funds	\$ 25,000.00
064 – S2	Right-of-Way Obligations – Additional Funds	\$ 49,000.00
064 – S3	Right-of-Way Obligations – Additional Funds	\$ 86,000.00
064 – S4	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S5	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S6	Right-of-Way Obligations – Additional Funds	\$ 90,000.00
064 – S7	Right-of-Way Obligations – Additional Funds	\$ 27,650.95
064 – S8	Right-of-Way Obligations – Additional Funds	\$ 976.41
065	Remove Existing Storm Drain 62A	\$ 6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$ 90,105.80
067	5 th Street Southbound Off-Ramp Acceleration	\$ 50,000.00
068	Modify Drainage Systems	\$ 100,000.00
068 – S1	Modify Drainage Systems – Additional Funds	\$ 90,000.00
068 – S2	Modify Drainage Systems – Additional Funds	\$ 85,000.00
068 – S3	Modify Drainage Systems – Additional Funds	\$ 250,000.00
064 – S4	Modify Drainage Systems – Additional Funds	\$ 120,000.00
068 – S5	Modify Drainage Systems – Additional Funds	\$ 60,000.00
068 – S6	Modify Drainage Systems – Additional Funds	\$ 75,000.00
068 – S7	Modify Drainage Systems – Time Deferment	\$ 0.00
069	Stage Construction 4 th Through 6 th	\$ 95,000.00
069 – S1	Stage Construction 4 th Through 6 th – Additional Funds	\$ 50,000.00
069 – S2	Stage Construction 4 th Through 6 th – Additional Funds	\$ 40,625.22
069 – S3	Stage Construction 4 th Through 6 th – Time Deferment	\$ 0.00
070	Temporary Paving Under 259	\$ 145,927.00
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

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081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$ 39,480.00
083	Revised SCE Connection Points	\$ 5,358.47
083 – S1	Revised SCE Connection Points – Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00
084 – S1	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp – Additional Funds	\$ 75,000.00
084 – S2	Additional Funds for the BAS Rental Property	\$ 1,343.54
085	Revise DS #38 Callouts	\$ 0.00
086	Chain Link Railing Fabric Color Change	\$ 64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$ 25,000.00
088	Remove Contaminated Material at RW136	\$ 50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$ 75,212.00
090	Electrical Change 2 nd and I Street and 9 th and H Street	\$ 9,499.00
091	Southbound Transition Segment 5 into Segment 2	\$ 75,000.00
091 – S1	Southbound Transition Segment 5 into Segment 2 – Additional Funds	\$ 60,000.00
092	Premium Time for Baseline and H Street Intersection	\$ 25,000.00
092 – S1	Additional Funds	\$ 1,306.16
093	Relocate Signal at South East Corner of 2 nd Street and Southbound On-Ramp	\$ 18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd and 3 rd Street)	\$ 34,345.28
095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 2	\$ 14,732.00
098	Eliminate BI #184 Prepare and Paint Concrete Median Barrier Surfaces	\$ (65,590.00)
099	DS #100 Verizon Utility Conflict	\$ 24,000.00
099 – S1	DS #100 Verizon Utility Conflict – Additional Funds	\$ 86,394.57
100	Expansion Deflection Couplers at Baseline	\$ 2,415.35
101	Remove PCCP at South End of Project	\$ 85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	\$ (262,800.00)
103	Traffic Signal Modification at 5 th Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 – S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19
107	Sound Wall No. 1 Extension	\$ 144,330.00
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

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Attachment: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

112	Install Type 'D' Bike Loops	\$ 16,925.08
113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 – S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound Baseline On and Off-Ramp Isolation Casing Revisions	\$ 18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$ 0.00
116	Intentionally Roughening the Bridge Stems	\$ 0.00
117	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets	\$ 5,000.00
117 – S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 5,000.00
117 – S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 64,836.00
121	Pull Box Anti-Theft Installation	\$ 40,000.00
121 – S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$ 95,000.00
121 – S2	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 10,000.00
121 – S3	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 50,000.00
121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 – S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$ 40,000.00
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
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

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

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

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189 – S3	SR259 Median Removal and Tie-In – Additional Funds	\$ 10,293.26
190	Decrease Bid Item No. 110 – Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 – S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71
192 – S1	Additional Drainage Swale Along BNSF Right-of-Way – Time Deferment	\$ 0.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 – S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 – S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 – Time Deferment	\$ 0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$ 15,000.00
195 – S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 – S1	Spandrel, Curb and Gutter North Side of 9 th and J Street – Time Deferment	\$ 0.00
196 – S2	Spandrel, Curb and Gutter North Side of 9 th and J Street – Add 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: CCO Log (2727 : Construction Contract Change Orders MVSS1605)

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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-15 Baseline Interchange – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$ 50,000.00
1 S-1	Provide for Contractors Signature	\$ 0.00
1 S-2	Additional Funds	\$ 75,000.00
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
4 S-2	Additional Funds	\$ 25,000.00
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
14 S-1	Additional Funds	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
16	Additional K-rail and Crash Cushion Array	\$ 17,970.00
17	Eliminating Removal of Decorative Columns	\$ (4,332.70)
18	RE Office; Additional Furniture & High-speed Internet	\$ 5,000.00
19	Revisions to CMP Schedule for Re-sequencing	\$ 0.00
20	12” Curb at Base Line and Americana	\$ 30,480.00
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
30	From Liner Spec Revision	\$ 0.00
33	Modify Retaining Wall 385R	\$ 20,000.00
34	Additional Drainage System on Southbound Off Ramp	\$ 22,862.44
35	Relocate Fire Service Assembly	\$ 15,000.00
37	Revise Traffic Handling Plans for Pavement Joint	\$ 24,237.14
38	Temporary Traffic Signal Items for Removal of Traffic Island	\$ 19,407.48
42	Concrete Paving “Just In Time Training”	\$ 750.00
CCO TOTAL		\$ 585,122.96
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

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Minute Action

AGENDA ITEM: 3

Date: May 12, 2016

Subject:

SR-210 Lane Addition and Baseline 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 award of Contract No. 15-1001231 with AECOM Technical Services for the preparation of Plans, Specifications and Estimate (PS&E), Right of Way (ROW) Engineering Services and Design Support During Construction Services for the SR-210 Lane Addition and Baseline Interchange Project in an amount not-to-exceed \$10,382,474.60, after receipt of Pre-Award Audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Approve a contingency amount for Contract No. 15-1001231 of \$1,038,247.46, and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

Procurement released Request for Proposal (RFP) 15-1001231 on September 29, 2015, for Plans, Specifications and Estimate (PS&E) for the State Route 210 (SR-210) Lane Addition and Base Line Interchange Project, which was posted on SANBAG's website. Firms registered on SANBAG's PlanetBids website were notified of the solicitation. The solicitation was issued in accordance with SANBAG's procurement policies and procedures for architectural and engineering services.

Fifty-one (51) firms downloaded the RFP from PlanetBids. SANBAG received only one (1) proposal by the proposal due date and time specified in the RFP. AECOM was the firm who submitted a proposal and meets all requirements outlined in the RFP.

With the assistance of the Project Manager for this RFP, data from PlanetBids was used to establish a list of firms who are considered a prime in the industry with the experience and ability to perform the work outlined in the RFP. After review, it was determined that five (5) out of the fifty-one (51) firms that downloaded the RFP are capable to undertake the project but elected not to submit a proposal. Procurement contacted each of the firms to gather feedback that would help explain why proposals were not submitted. Out of the five (5) firms, one firm never returned SANBAG's calls despite a few attempts to contact him. Several firms either did not have the available staff or had not been tracking the project to be able to submit a decent proposal. One firm did not feel they could compete with other seasoned firms they were speculating to submit proposals.

Entity: CTA

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A responsive review was conducted by the Procurement Analyst and determined that the proposal submitted by AECOM Technical Services (AECOM) was in accordance with all requirements for the RFP. The following is a summary of the events that transpired in the evaluation and selection process.

On November 5, 2015, copies of the proposal were disseminated to the five (5) member Evaluation Committee. A copy of the score sheet, the Declaration of Impartiality, and Confidentiality forms were also issued to the members. The Evaluation Committee was comprised of staff from Caltrans, City of Highland and SANBAG.

Evaluators concluded their individual reviews of the proposal and were convened by conference call on November 18, 2015, to engage in discussion on their individual evaluations. These evaluations were made in accordance with the evaluation criteria provided to assess the proposal's strengths and weaknesses. The proposal's strengths included a well-defined work plan that was consistent with the scope of work outlined in the RFP. The Organization Chart identified a qualified and experienced group of staff who are more than capable of providing the services required for the project. The proposal was written well, very clear, concise, and easy to read and follow. The Evaluation Committee did not find any major weaknesses with the proposal.

The Procurement Analyst provided information regarding the reference checks of the firm that indicated that AECOM was thorough with their work plans and able to carry out all facets of the projects they worked on. At the completion of the discussion, the Evaluation Committee members individually scored the proposal based on the following evaluation criteria: Qualifications of the Firm, Related Experience and References – 30%; Proposed Staffing and Project Organization – 30%; and Work Plan – 40%. Minor variances in the evaluation scores were discussed and full details of the scores are included in the Contract Audit File.

An interview was conducted with AECOM on December 8, 2015. The interview was 50 minutes in length; which consisted of a 5 minute opening statement by the firm, 10 minute introduction and presentation, followed by 30 minutes of questions and answers, and 5 minutes of closing statement by the firm. At the completion of the interview, the Evaluation Committee separately scored the interview. The assigned weight for the technical proposal is 35% and 65% for the interview. The AECOM team was determined to be qualified and capable to perform on this contract and demonstrated an extensive knowledge and understanding of the project due to their work in the previous phases of development.

Negotiations with AECOM were conducted and their scope and fee proposal compared reasonably to the independent cost estimate prepared by staff. The project delivery schedule is anticipated to be twenty two months from Notice to Proceed.

The contract value and contingency is split between the SR-210 Lane Addition and SR-210 Baseline Interchange projects as follows:

Project	Total Contract	Public Share (SANBAG)	Development
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	Value	Measure I Valley Freeway	Measure I Valley Freeway Interchange	Share (City of Highland)
SR-210 Lane Addition Project (Task 887)	\$8,819,614.64	\$8,819,614.64	-	-
SR-210 Baseline Interchange Project (Task 803)	\$1,562,859.96	-	\$908,021.64	\$654,838.32
Subtotal	\$10,382,474.60	\$8,819,614.64	\$908,021.64	\$654,838.32
SR-210 Lane Addition Project (Task 887) Contingency	\$881,961.46	\$881,961.46	-	-
SR-210 Baseline Interchange Project (Task 803) Contingency	\$156,286.00	-	\$90,802.17	\$65,483.83
Subtotal	\$1,038,247.46	\$881,961.46	\$90,802.17	\$65,483.83
Total	\$11,420,722.06	\$9,701,576.10	\$998,823.81	\$720,322.15

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work outlined in the Request for Proposal 15-1001231 be awarded to AECOM. The firm clearly demonstrates a thorough and clear understanding of the scope of work proposing an overall outstanding group of team members.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2015/2016 budget under Task Nos. 0803 and 0887. The funding sources include Measure I Valley Freeway Fund, Measure I Valley Freeway Interchange Fund, Measure I Valley Arterial Fund (for term loan agreement) and Local Funds.

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001231 Amendment No.: 0 Vendor No.: 00091
 Vendor/Customer Name: AECOM Technical Services Sole Source? Yes No
 Description: 210 Lane Addition & Baseline Interchange - Design Contract
 Start Date: 06/01/2016 Expiration Date: 12/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13027

Dollar Amount			
Original Contract	\$ 10,382,474.60	Original Contingency	\$ 1,038,247.46
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 10,382,474.60	TOTAL CONTINGENCY VALUE	\$ 1,038,247.46
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 11,420,722.06

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/01/2016
 Board of Directors Action: Approve Contract 15-1001231

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: 15-1001231 CSS (2502 : 210 Lane Addition & Baseline IC - Award Design Contract)

CONTRACT No. 15-1001231**BY AND BETWEEN****SANBAG****AND****AECOM TECHNICAL SERVICES****FOR****PROFESSIONAL ENGINEERING AND SUPPORT SERVICES**

This contract (referred to as “Contract”), is made and entered into by and between San Bernardino County Transportation Authority (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and AECOM Technical Services (“CONSULTANT”) whose address is: 999 Town & Country Road, Orange, CA 92868. SANBAG and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SANBAG requires Work as described in Exhibit A of this Contract and;

WHEREAS, CONSULTANT has confirmed that CONSULTANT has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, CONSULTANT desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Article 2 entitled “PROJECT DESCRIPTION/SCOPE OF WORK” and the CONSULTANT’s Approved Cost Proposal dated **April 2016**. The CONSULTANT’s Approved Cost Proposal is attached as Exhibit B. If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.
- 1.2 CONSULTANT agrees to indemnify and hold harmless SANBAG, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SANBAG for any expenditure, including reasonable attorney fees, incurred by SANBAG in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SANBAG.
- 1.4 SANBAG’s Executive Director may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SANBAG may proceed with the Work in any manner deemed proper by SANBAG. If SANBAG terminates this Contract with CONSULTANT, SANBAG shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to SANBAG exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- 1.5 Without the written consent of SANBAG, this Contract is not assignable by CONSULTANT either in whole or in part.
- 1.6 No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.
- 1.7 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.8 SANBAG will assign a Project Manager for this Contract. The Project Manager is authorized to take all actions and exercise all rights on behalf of SANBAG contemplated in this Contract except amending this Contract and/or as otherwise specifically set forth elsewhere in this Contract.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the work and services set forth in Exhibit A Scope of Work, (“Work”), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in

the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word “Work”, as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT’S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SANBAG to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT’s Project Manager shall meet with SANBAG, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on June 1, 2016; contingent upon approval by SANBAG’s Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SANBAG’s Procurement Analyst. The Contract shall end on December 31, 2018, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SANBAG until the Contract is fully executed and approved by SANBAG’s Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SANBAG will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’s cost proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SANBAG’s approved overhead rate set forth in the Cost Proposal. In the event, that SANBAG determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SANBAG shall be adjusted by contract amendment to accommodate the changed work. The maximum cost as specified herein shall not be exceeded, unless authorized by written amendment.
- 5.2 In addition to the allowable incurred costs, SANBAG will pay CONSULTANT a fixed fee of \$880,995.45. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SANBAG before exceeding such cost estimate.
- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SANBAG shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SANBAG of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SANBAG including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices shall be mailed to SANBAG at the following address:

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. 15-1001231
Attention: Accounts Payable

- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SANBAG. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultants work is satisfactorily completed. SANBAG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to

CONSULTANT in compliance with the terms of this Contract.

- 5.10 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, are subject to repayment by CONSULTANT to SANBAG.
- 5.11 The total amount payable by SANBAG to CONSULTANT including the fixed fee shall not exceed \$10,382,474.60.
- 5.12 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SANBAG. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.13 Intentionally Omitted
- 5.14 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

- 6.1 Termination for Convenience – SANBAG’s Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SANBAG's instruction, and shall turn over such Work in accordance with SANBAG’s instructions.
 - 6.1.1 CONSULTANT shall deliver to SANBAG, all deliverables prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms herein.
 - 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
 - 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause
 - 6.2.1 In the event CONSULTANT shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in

bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.

6.2.2 CONSULTANT shall deliver to SANBAG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG within ten (10) working days of said notice.

6.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.

6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.

7.2 This Contract is valid and enforceable only, if sufficient funds are made available to SANBAG for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SANBAG governing board that may affect the provisions, terms, or funding of this Contract in any manner.

7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.

7.4 SANBAG has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

15-1001231

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SANBAG.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SANBAG.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

Intentionally Omitted

ARTICLE 10. COST PRINCIPLES

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures at 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SANBAG.

ARTICLE 11. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12. RETENTION OF RECORDS/AUDIT

- 12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7, CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, and

SANBAG, or any other duly authorized representative of the SANBAG shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SANBAG's Procurement Analyst and SANBAG's Executive Director who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SANBAG's Executive Director of unresolved claims, disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute, nor its consideration by SANBAG's Executive Director excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by SANBAG's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SANBAG's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute, nor its consideration by SANBAG will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- 14.4 CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for an audit or review, the Contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure state, or local government officials are allowed full access to the CPA's workpapers. The Contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by SANBAG's Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract by this reference if directed by SANBAG at SANBAG's sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the State, or local governments have access to CPA

workpapers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

ARTICLE 15. SUBCONTRACTING

- 15.1 CONSULTANT shall perform the Work contemplated with resources available within its own organization; and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SANBAG, except, that which is expressly identified in the approved Cost Proposal.
- 15.2 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.3 Any substitution of subconsultants must be approved in writing by SANBAG prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing, by SANBAG shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior written authorization by SANBAG's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SANBAG shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SANBAG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SANBAG procedures; and credit SANBAG in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SANBAG and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANBAG."
- 16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SANBAG, and the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SANBAG and SANBAG representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SANBAG has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any of the Work to procure and maintain such insurance specified below:

19.1.1 Professional Liability – The policies must include the following:

- \$3,000,000 per claim limits
- \$9,000,000 in the aggregate for all claims.
- Coverage shall be on a claims made basis.
- If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
- CONSULTANT shall secure and maintain this insurance throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

19.1.2 Worker's Compensation/Employer's Liability Insurance – The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee
- There shall be no deductible or self-insured retention.

Such policies shall contain a waiver of subrogation in favor of the parties names as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONSULTANT or any subconsultant of any tier. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONSULTANT and all parties named as Indemnitees below. SANBAG and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

19.1.3 Commercial General Liability Insurance – The policy must include the following:

- \$1,000,000 per occurrence limit/\$2,000,000 in the aggregate for property damage or bodily injury
- \$1,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$2,000,000 per occurrence limit for products/completed operations coverage. CONSULTANT shall maintain products and completed operations coverage for 10 years following the acceptance of Work or until all applicable statutes of limitations expire, whichever length of time is longer. Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- An endorsement stating that any aggregate limits apply on a “per project” basis.
- The project name must be indicated under “Description of Operations/Locations.”
- There shall be no deductible or self-insurance retention.
- The policy shall be endorsed to provided: “This insurance will be primary and noncontributory with any other insurance of the additional insureds.”

All commercial general liability insurance policies shall also include premises-operations (including explosion, collapse and underground coverage) and products-completed operations coverage; severability of interests (full separation of insureds); contractual liability coverage (including coverage to the maximum extent possible for the indemnifications contained in this Contract; broad form property damage coverage (including completed operations); and a duty to defend in addition to (without reducing) the limits of the policy(ies). All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the commercial general liability insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SANBAG's Risk Manager.

19.1.4 Umbrella/Excess CGL Insurance – The policy must include the following:

- \$5,000,000 umbrella or excess liability for any project with a Contract value of \$25,000,000 or less.
- Combined total for Commercial General Liability and Excess Liability limits of \$25,000,000 will be required for projects with a Contract value in excess of \$25,000,000.
- The umbrella or excess policy shall be excess over the CONSULTANT's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

19.1.5 Commercial Auto Insurance The policy must include the following:

- Auto Liability limits of not less than \$1,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos
- There shall be no deductible or self-insured retention

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SANBAG and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

19.1.6 Pollution Liability The policy must include the following if it is determined by SANBAG's Risk Manager to be in SANBAG's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- There shall be no deductible
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

19.2 General Provisions

- 19.2.1 Qualifications of Insurance Carriers. All policies written by insurance carriers shall be authorized and admitted to do business in the state of California with a current A.M. Best rating of A-VII or better. Professional Liability and Contractor's Pollution Liability policies may be from non-admitted carriers provided they are authorized and licensed in the state of California and meet the current A.M. Best rating of A: VII or better.
- 19.2.2 Additional Insurance Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall name San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies and San Bernardino Congestion Management Agency, and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.
- 19.2.3 Proof of Coverage. Evidence of insurance in a form acceptable to SANBAG's Risk Manager, including certificates of insurance and the required additional insured endorsements, shall be provided to SANBAG's Procurement Analyst prior to issuance of the NTP or prior to commencing any Work, as SANBAG specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in this Article; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SANBAG Project Manager's name on the face of the certificate. If there is a Claim related to the project and requested in writing by SANBAG, CONSULTANT shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SANBAG.
- 19.2.4 Deductibles. Regardless of the allowance of exclusions or deductibles by SANBAG, CONSULTANT shall be responsible for any deductible amount and shall warrant that the coverage provided to SANBAG is consistent with the requirements of this Article. CONSULTANT will pay, and shall require its subconsultants to pay, all deductibles, self-insured retentions, co-pay obligations, premiums and any other sums due under the insurance required in this Article. All deductibles and self-insured retentions will be in amounts acceptable to SANBAG's Risk Manager. CONSULTANT will advise SANBAG in writing as to the amounts of any deductible or self-insured retention, or as to any increase in any insurance deductible or self-insured retention under any insurance required above. There will be no deductibles or self-insured retentions in excess of \$100,000 per occurrence, loss or claim under the insurance required of CONSULTANT or any subconsultants. SANBAG will have the right, but not the obligation, to pay any deductible or self-insured retention due under any insurance

- policy. If SANBAG pays any sums due under any insurance required above, SANBAG may withhold said sums from any amounts due CONSULTANT. The policies shall not provide that any deductible, self-insured retention or other payment required under the policy can be paid only by the named insured, and not by an additional insured.
- 19.2.5 CONSULTANT's and Subconsultants' Insurance will be Primary. All policies required to be maintained by the CONSULTANT or any subconsultant hereunder shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory. Further, none of CONSULTANT's or subconsultants' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.
- 19.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SANBAG, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SANBAG thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SANBAG ten (10) days prior written notice. In any event, CONSULTANT will provide SANBAG with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SANBAG at procurement@sanbag.ca.gov to the attention of SANBAG's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.
- 19.2.8 Enforcement. SANBAG may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SANBAG may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve

CONSULTANT for liability in excess of such coverage, nor shall it preclude SANBAG from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.

19.2.9 No Waiver. Failure of SANBAG to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.

19.2.10 Subconsultant Insurance. Subconsultants shall be subject to all of the insurance requirements stated in this Article. CONSULTANT shall require in all subconsultants' contracts to bind the subconsultants to the insurance provisions of this Article. CONSULTANT shall furnish SANBAG with separate certificates and endorsements for each subconsultant.

19.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SANBAG shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SANBAG.

19.2.12 Special Risks or Circumstances. SANBAG reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 20. INDEMNITY

20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SANBAG) San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers, (collectively "Indemnitees") from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SANBAG or Indemnitees on account of any such Claim except where such indemnification

is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SANBAG's or Indemnitees' "active" as well as "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced, as part of this Contract will automatically be vested in SANBAG; and no further agreement will be necessary to transfer ownership to SANBAG. CONSULTANT shall furnish SANBAG all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by SANBAG of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by SANBAG of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate.
- 21.5 SANBAG may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SANBAG'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SANBAG's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with SANBAG and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SANBAG considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SANBAG. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.

- 22.3 Services of the CONSULTANT's personnel in connection with SANBAG's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SANBAG's operations, which are designated confidential by SANBAG and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion, or public hearing held by SANBAG relating to the Contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media regarding the Contract or SANBAG's actions on the same, except to SANBAG's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SANBAG Board Committee or other public meeting approved by SANBAG.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed or Work to be performed under this Contract without prior review of the contents thereof by SANBAG, and receipt of SANBAG's written permission.
- 23.5 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.6 All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than SANBAG.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SANBAG. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RESPONSIBILITY OF CONSULTANT

- 26.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 26.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SANBAG or the Project. CONSULTANT shall immediately document such matters and notify SANBAG in writing. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 26.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 26.4 SANBAG shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SANBAG's best interest. SANBAG shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 26.5 CONSULTANT shall, document the results of the Work to the satisfaction of SANBAG, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SANBAG's objectives.
- 26.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 27. TECHNICAL DIRECTION

- 27.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's Project Manager. The term "Technical Direction" is defined to include,

without limitation:

- 27.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 27.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
 - 27.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SANBAG under the Contract.
 - 27.1.4 SANBAG may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit "B"; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 27.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG does not have the authority to, and may not, issue any Technical Direction which:
- 27.2.1 Increases or decreases the Scope of Work;
 - 27.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
 - 27.2.3 In any manner cause an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
 - 27.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 27.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 - 27.2.6 Approve any demand or claim for additional payment.
- 27.3 Failure of CONSULTANT and SANBAG to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken shall be subject to the provisions of the "DISPUTES" Article herein.
- 27.4 All Technical Direction shall be issued in writing by SANBAG.
- 27.5 CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SANBAG falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SANBAG in writing within five (5)

working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SANBAG shall:

27.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.

27.5.2 Advise CONSULTANT within a reasonable time whether SANBAG will or will not issue a written amendment.

27.6 There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SANBAG.

ARTICLE 28. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SANBAG in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SANBAG. CONSULTANT shall not substitute any key personnel without the prior written consent of SANBAG. In the event that the Parties cannot agree as to the substitution of key personnel, SANBAG may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Greg Hefter	Project Principal/Senior Vice President
Jeff Chapman	Project Manager/Vice President
Stephanie Hillebrand	Project Engineer/Roadway Lead
Melad Hanna	Structures Lead

ARTICLE 29. REPRESENTATIONS

All Work supplied by CONSULTANT under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to professional and engineering and environmental principles and standards that are generally accepted in the profession in the State of California.

ARTICLE 30. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONSULTANT shall pay when due, and the compensation set forth herein shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONSULTANT; and d) other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

ARTICLE 31. PERMITS AND LICENSES

CONSULTANT shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Work identified herein.

ARTICLE 32. STATEMENT OF COMPLIANCE

- 32.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 32.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 33. STATE PREVAILING WAGE RATES

- 33.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 33.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 34. CONFLICT OF INTEREST

- 34.1 CONSULTANT shall disclose any financial, business, or other relationship with SANBAG that may have an impact upon the outcome of this Contract, or any ensuing SANBAG construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SANBAG construction project, which will follow.

- 34.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 34.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 34.4 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 34.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Contract.

ARTICLE 35. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SANBAG employee. For breach or violation of this warranty, SANBAG shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 36. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To AECOM (CONSULTANT)	To SANBAG
999 Town & Country Road	1170 W. 3rd Street, 2nd Floor
Orange, CA 92868	San Bernardino, CA 92410-1715
Attn: Jeff Chapman	Attn: Garry Cohoe, Director
	cc: Procurement Manager
Phone: (714) 567-2400	Phone: (909) 884-8276

ARTICLE 37. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SANBAG shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with "TERMINATION" provision herein.

ARTICLE 38. CLAIMS

SANBAG shall not be bound to any adjustments in the Contract amount or schedule unless

expressly agreed to by SANBAG in writing. SANBAG shall not be liable to CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 39. ERRORS AND OMISSIONS

CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. CONSULTANT shall be liable for SANBAG costs resulting from errors or deficiencies, in Work furnished under this Contract, including but not limited to any fines, penalties, damages, and costs associated with a modification to a construction contract required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 40. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SANBAG for all expenses and costs incurred.

ARTICLE 41. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 42. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 43. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to

obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 44. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 45. PRECEDENCE

- 45.1 The Contract consists of the Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Approved Cost Proposal”, SANBAG’s Request For Proposals and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 45.2 The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SANBAG’s Request For Proposals; and last, CONSULTANT’s Proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 45.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, CONSULTANT shall notify SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG's resolution of the conflict.

ARTICLE 46. GRATUITIES

CONSULTANT, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SANBAG, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 47. REVIEW AND ACCEPTANCE

All Work performed by CONSULTANT shall be subject to periodic review and approval by SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Work performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Work.

ARTICLE 48. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 49. FORCE MAJEURE

CONSULTANT shall not be in default under this Contract in the event that the Work performed by CONSULTANT is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of CONSULTANT and which CONSULTANT could not reasonably be expected to have prevented or controlled. “Other catastrophic events” does not include the financial inability of CONSULTANT to perform or failure of CONSULTANT to obtain either

any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of CONSULTANT.

ARTICLE 50. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Contract.

ARTICLE 51. ENTIRE DOCUMENT

51.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.

51.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

51.3 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.

ARTICLE 52. CONTRACT

The two Parties to this Contract, who are the before named CONSULTANT and the before named SANBAG, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 53. EFFECTIVE DATE

The date that this Contract is executed by SANBAG shall be the Effective Date of the Contract.

-----*SIGNATURES ARE ON THE FOLLOWING PAGE*-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year written below.

CONSULTANT

SANBAG

By: _____
Jeff Chapman
Vice President

By: _____
Ryan McEachron
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: 15-1001231 - 210 Lane Addition and Base Line [Revision 4] (2502 : 210 Lane Addition & Baseline IC - Award Design Contract)

ATTACHMENT A - SCOPE OF WORK

15-1001231

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority ("SANBAG") will utilize the services of AECOM for the preparation of plans, studies and reports necessary for development of the Plans, Specifications and Estimate (PS&E) for the State Route 210 (SR-210) Lane Addition and Base Line Interchange Project in San Bernardino County.

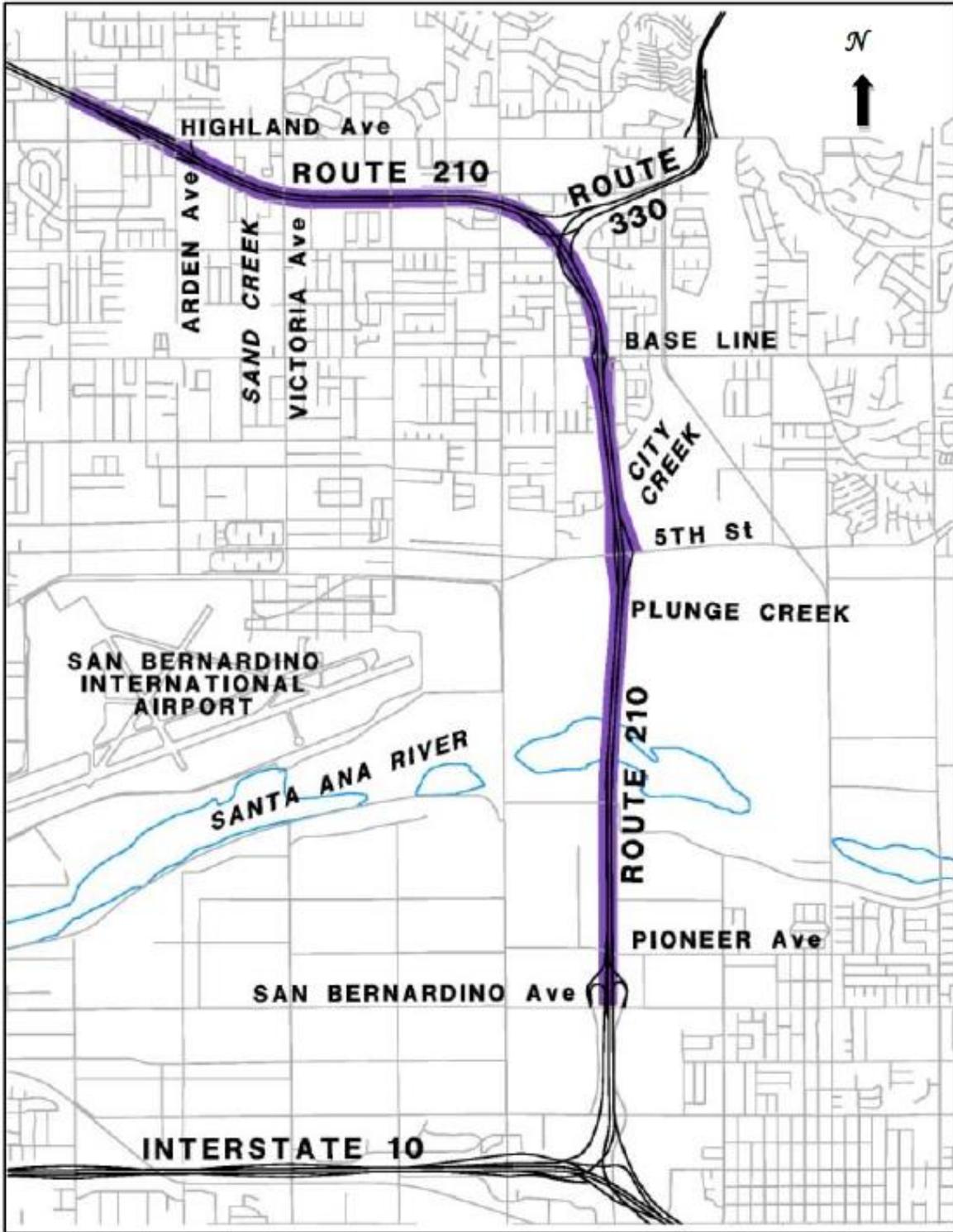
The SR-210 Lane Addition and Base Line Interchange Project is the combination of two projects, that proceeded independently during the preliminary engineering and environmental documentation phases of development. Since both projects aligned geographically and shared similar delivery schedules, they have been combined for the PS&E phase.

The project proposes to improve SR-210 from post mile (PM) R25.0 to R33.2 within the cities of Highland, Redlands, San Bernardino and unincorporated sections of San Bernardino County. The proposed improvements include the addition of one mixed flow lane in each direction within the median of SR-210 generally between Highland Avenue to San Bernardino Avenue. The total length of the proposed project is approximately 8.2 miles. The proposed improvements would require widening of the Highland Avenue undercrossing, Sand Creek bridge, Victoria Avenue undercrossing, City Creek bridge, 5th Street undercrossing, Plunge Creek bridge, Access Road undercrossing, Santa Ana River bridge and Pioneer Avenue undercrossing. Additional project improvements include creating auxiliary lanes between the Base Line and 5th Street-Greenspot Road interchanges, adding an acceleration lane at the eastbound 5th Street on-ramp, and adding a deceleration lane at the eastbound Highland Avenue off-ramp. The proposed improvements would serve as a gap closure to provide a continuous six-lane freeway from Interstate 215 to Interstate 10.

The improvements at the Base Line Interchange, in the City of Highland, include widening of Base Line from Buckeye Street to Seine Avenue, including the Base Line overcrossing at SR-210. Additionally, improvements include ramp widening for the westbound on-ramp, westbound off-ramp and eastbound on-ramp.

The Project Location is shown in Figure A.1.

FIGURE A.1 - PROJECT LOCATION



Attachment: 15-1001231 Exhibit A - SOW [Revision 1] (2502 : 210 Lane Addition & Baseline IC - Award Design Contract)

I. APPLICABLE STANDARDS

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

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PS&E phase and obtain Caltrans approval.
- C. The PS&E phase includes ROW engineering, ROW support services, including utility research and coordination, assistance in preparation of construction procurement, and bid support services.
- D. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software. The Project schedule will be distributed monthly at the Project Development Team (PDT) meeting and electronic files 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.
- E. Prepare the necessary Caltrans Supplemental Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.
- F. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- G. It is SANBAG's practice to involve the community in the projects. Assume preparation and materials to lead 3 Public Informational Meetings.
- H. The Caltrans Workplan Standards Guide for Delivery of Capital Projects will be used as the Task and WBS Structure used for pricing, cost reporting and schedule preparation. Project Management will be performed in accordance with the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance

with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 “Design Standards,” and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

III. ASSUMPTIONS

- A. All project costs associated with the SR-210 Base Line Interchange work will be tracked and reported separately from the work on the SR-210 Lane Addition work.
- B. Assume there will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 40 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of softcopies.
- D. Assume one SANBAG peer review and revision prior to each major deliverable. Assume one local agency review concurrent with one of two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- E. Assume one SANBAG constructibility review and revision prior to final PS&E certification. Assume one workshop for comment resolution, if required.
- F. Analyze and research the ROW impacts of the proposed Project assessing any temporary and permanent easement and fee impacts. For the SR-210 Lane Addition, assume up to 20 unique Assessor Parcel Numbers and up to 20 utility relocations (temporary or permanent). For the SR-210 Base Line, assume up to 12 unique Assessor Parcel Numbers and up to 15 utility relocations (temporary or permanent). Assume no railroad coordination.
- G. Bid Support will include preparing the bid package, participating in the prebid meeting, responses to bidders questions and preparation of bid addendum packages..

IV. SUMMARY OF TASKS REQUIRED PER CALTRANS WORK BREAKDOWN STRUCTURE

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PS&E phase and obtain Caltrans approval. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not specifically identified in this summary but are needed for project completion.

Task 3.100 Project Management

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

- 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 and distinguishing the interchange and freeway activities and costs.
- Administering subcontracts and directing their work.
- Planning and leading public workshops.
- Preparing monthly progress reports using the WBS level 5 described in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects. Monthly progress reports will include a summary describing work accomplished during the reporting period, summary of meetings held and discussion of outstanding issues and action items. The reports will also include any concerns or significant issues with recommendations for appropriate actions.
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders to define the Project and project limits, review roles and responsibilities, and determine which 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 Caltrans level 5 Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Within eight (8) weeks following Notice to Proceed, Consultant will coordinate with SANBAG and Caltrans to prepare and obtain concurrence on the initial baseline project schedule. Corrective or remedial actions to recover schedule loss will be included.
- The cost proposal and contract budget shall be provided in the Caltrans level 5 WBS structure and the scope of services described herein. Budgets established for these activities may not be changed without prior written approval of SANBAGs project manager. Monthly invoices will included costs broken down by these activities and provide a percent complete on these activities for purposes of establishing and reporting earned value.
- Develop and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section V.
- Develop and use a Project Management Plan.
- Develop and use a Risk Management Plan.
- Develop and use a Document Control Plan.

Deliverables:

- 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 Quality Assurance and Quality Control Plan
- Project Management Plan
- Project Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

Task 3.185 Prepare Base Maps and Plan Sheets

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

The task includes updating the project information needed to prepare the engineering design reports, perform final design and determine ROW requirements.

Specifically:

- Research, obtain and review copies of existing reports, agreements and studies
- Obtain Record of Survey, benchmark, and centerline tie information
- Field reviews and topographic surveys
- Research, obtain, and review existing utility maps and plans
- Produce mapping and survey control necessary for the PS&E including
 - Incorporation of Basic (Corridor) Control and adjacent projects
 - Establishing primary control throughout the Project
 - Establishing supplemental control for the Project
 - Documenting the control survey

Deliverables:

- Updated project information and confirmation of Purpose and Scope
- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
 - Topography
 - Right of Way boundaries
 - Structures
 - Utility Locations

Task 3.205 Obtain Permits, Licenses, Agreements and Certifications (PLACs)

Work involves identifying, confirmation and acquiring of the required permits, licenses, agreements and certifications required for the Project.

Work includes:

- Discussion and negotiations with agencies and jurisdictions
- Preparation of draft PLACs, including any required attachments such as exhibits or maps
- Preparation of the permit applications, including any required attachments such as exhibits or maps
- Acquisition of funds, supplied by SANBAG, for any required permit fees
- Submission of permit applications

Deliverables:

- Updated Environmental Commitments Record
- Receipt of executed PLACs from each applicable agency

Task 3.230 Prepare Draft PS&E

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

Fact Sheets: Prepare the necessary Caltrans Supplemental Fact Sheets for Design Exceptions in the event that non-standard features are necessary.

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

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

Electrical Service Coordination: This task includes all efforts required to coordinate and obtain electrical service agreements with the local electrical service providers. Service agreements may be required for signal, lighting, communication and irrigation elements of work.

Deliverables:

- Road and Highway Plans including, but not limited to Title Sheet, Typical Cross Sections, Key Map and Line Index, Project Control, Layouts, Profile and Superelevations, Construction Details, Temporary Water Pollution Control Plan (Layout, Profiles, Details and Quantities), Water Pollution Control (BMP) Plan (Layouts, Profile Details and Quantities), Contour Grading and Drainage Plan (Layout, Profiles, Details and Quantities), Utility Plan (Layout, Details and Quantities), Utility Relocation Plan, Construction Area Signs, Stage Construction and Traffic Handling Plan (Layout, Details and Quantities), Detour Plan (Layout and Quantities), Pavement Delineation and Sign Plan (Layout, Details and Quantities), Summary of Quantities, Key Map for Walls, Architectural Treatment, Retaining Wall (Plan and Elevation, Details & Quantities and LOTB), Sound Wall (Plan and Elevation, Details & Quantities and LOTB), Highway Planting (Layouts and Details & Quantities), Irrigation (Layouts and Details & Quantities), Erosion Control Plan (Layouts and Details & Quantities), Highway Lighting and Sign Illumination, Signal and Lighting, Ramp Metering System, Communication (Layouts and Details), Traffic

- Count Station Details, Weigh-In-Motion (Layout and Details), Electrical Service (Irrigation) and Electrical Details
- Project Specifications
- Quantities Estimate
- Cost Estimate (segregated to show SR-210 Base Line Interchange and SR-210 Lane Addition costs separately)
- Transportation Management Plan
- Engineering Reports
 - Hydrology and Hydraulics Reports
 - Storm Water Data Report
 - Subsurface Exploration Studies
 - Geotechnical Design Report
 - Materials Report
 - Pavement Design Report
- Draft PS&E Submittal Packages
- Electrical Service Agreement(s)

Task 235 Mitigate Environmental Impacts

Work involves site investigation, testing, monitoring, remediation estimates, coordinating with resource agencies and remediation reporting to supplement the investigations from the preliminary phase and support the design work. Work may or may not require a Phase 1 or Phase 2 Environmental Site Assessment.

Task 3.240 Draft Structures PS&E

Work involves the preparation and review of draft structures design reports, plans, specifications and estimates.

Deliverables:

- Draft Structure Plans
- Project Specifications
- Quantities Estimate
- Cost Estimate (segregated to show SR-210 Base Line Interchange and SR-210 Lane Addition costs separately)
- Design Reports
 - Foundation Report
 - Hydraulics Report
- Draft Structures PS&E Submittal Packages

Task 3.250 Final Structures PS&E Package

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

- Constructability Review Meeting of draft Structures PS&E package
- Revisions to the Plans, Special Provisions, and Cost Estimates

- Other activities related to the development of the final Structures PS&E package.

Deliverables:

- Final Structures PS&E Package
- Resident Engineer Pending File

Task 3.255 Circulate, Review and Prepare Final District PS&E Package

This activity includes updating of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments.

Task includes:

- Review and update Plans based on a SANBAG Constructability Review.
- Review and update Specifications and Estimate
- Review and update Plans
- Review and update Project for Final Permit Needs
- Review and update Aesthetics
- Review and update the Final Transportation Management Plan (TMP)
- Review and update Drainage Engineering design elements and specifications
- Review and update Geotechnical Engineering design elements and specifications
- Review and update Pavement design elements and specifications
- Review and update Materials design elements and specifications
- Review and update for Conformity with Environmental Commitments Record
- Assist in preparation of Construction Contract Procurement

Deliverables:

- Comment Resolution, as required
- Updated PS&E Package
- Approved Environmental Re-Validation, as required
- Final PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Cross Sections and Pavement Elevations Spreadsheet
- Resident Engineer Pending File

Task 3.260 Contract Bid Documents “Ready to List” (RTL)

This task includes the activities necessary to assemble the bid and construction documents for advertisement. Certifications for bid-ready PS&E will be processed and obtained in this Task.

Deliverables:

- Draft Construction Contract Documents
- Boilerplate/Administrative Specifications
- Caltrans Encroachment Permit Application and Processing (Construction)
- Support E-76 Funding Request
- Right of Way Certification

- Certification of Existing Utilities by Project Engineer
- Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040

Task 4.200 Utility Relocation

This task identifies Utility services to be provided. Services include the following activities.

Existing Utility Research:

- Informally Collect Existing As-Builts and Record Drawings
- Create Base Maps with Existing Utilities (from research)
- Prepare, distribute and collect responses for Utility Verification Letters and Utilities on Structures Information (13-EX10 and 13-EX-8, respectively)
- Update Existing Utilities on Base maps
- Identify Potential Utility Conflicts

Utility Potholing:

- Develop Utility Pothole Plan (Conflicts and High and Low Risk Protocol)
- Request/Assign Parcel Numbers for Potholes
- Prepare, distribute and coordinate Letters to Owner Requesting Positive Identification (13-EX-13)
- State and Local Encroachment Permits for Potholing
- Perform Existing Utility Potholing
- Survey Utility Potholes
- Plot Pothole Data on Base Maps and Adjust Linework

Utility Relocation:

- Relocation Claim Letter (13-EX-9)
- Liability/Prior Rights Claim Determination [except for final legal review by SANBAG as required]
- Utility Relocation Designs/Plans [by Utility Owners]
- Certification of “No Conflicts” on Utility Relocation Designs/Plans
- Caltrans Utility Exception Letters
- “No Conflicts” Letter to Owner (13-EX-11)
- Notice to Owner to Relocate (13-EX-13)
- Reports of Investigation (ROIs)
- Utility Agreements [except for final legal review and execution by SANBAG as required]

Utility Coordination:

- Utility Coordination Progress Matrix
- Right of Way File Diary (13-EX-2)

Task 4.220 Right of Way Engineering

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

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

Right of Way Requirement Maps: Prepare ROW Requirement Maps that include the certification of the sufficiency of the right of way by designers prior to finalizing the appraisal maps. Includes identifying the need for new right of way, permanent easements, and temporary construction easements. Includes coordination with affected agencies to determine right of way impacts. This includes incorporation of utility right of way needs. Develop utility maps to avoid utility relocation where possible.

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

Field Located Right of Way:

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

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

Deliverables:

- Land Net Survey, Maps and Documents
- Right of Way Requirement Maps
- Appraisal Maps
- Plats and Legals
- Order Title Reports [by SANBAG]
- Field Located Right of Way
 - Flagged Right of Way
 - Staked Right of Way
- Support SANBAG ROW efforts

V. 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.
23. 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: 4

Date: May 12, 2016

Subject:

Cooperative Agreement with Caltrans for State Route 60 Central Avenue Interchange for the Project Approval and Environmental Document, Plans, Specifications, and Estimates, and Right of Way Phases

Recommendation:

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

Approve Cooperative Agreement No. 16-1001480 with the California Department of Transportation (Caltrans) for the Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases for the State Route 60 (SR-60) Central Avenue Interchange Project, which designates SANBAG as the implementing and funding agency for the project and designates SANBAG as the agency acquiring ROW and exercising Eminent Domain.

Background:

In June 2015, the Project Initiation Document (PID) phase was initiated with Caltrans for preparation of a Project Study Report – Project Development Study (PSR-PDS) for the SR-60 Central Avenue Interchange Project. The PSR-PDS has been approved by Caltrans and SANBAG is now proceeding with traffic and environmental studies to support the Project Report and environmental document.

Cooperative Agreement No. 16-1001480 with Caltrans for the PA/ED, PS&E, and ROW phases is a standard agreement between SANBAG and Caltrans which defines the roles and responsibilities between the parties. Under this agreement SANBAG is the implementing and funding agency for the above referenced project development phases and Caltrans is responsible for providing no-cost oversight.

The agreement specifically identifies SANBAG as the responsible party for acquiring property in SANBAG's name, exercising Eminent Domain, and conveying property to Caltrans at the completion of the project. While Eminent Domain is traditionally exercised by Caltrans and Resolutions of Necessity (RON) heard by the California Transportation Commission (CTC) on SANBAG projects located on the State Highway System, SANBAG has recently been assuming the responsibility due to risk of substantial project delays related to impacts by the California High Speed Rail projects on the CTC's RON schedule.

SANBAG entered into a cooperative agreement (Agreement No. C14050) with the City of Chino for the SR-60 Central Avenue Interchange project in mid-2014 for all phases of the project.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

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According to this cooperative agreement with the City, SANBAG will fund 41.2% of project costs and 58.8% will be funded with City Development Impact Fees. SANBAG's Public Share cost estimate is \$8,097,036 for all project phases. Cooperative Agreement No. 16-1001480 summarizes the estimated costs and funding sources for the PA/ED, PS & E, and right of way phases based on current project cost estimates. The current project cost estimate is consistent with the total project funding in the cooperative agreement with the City of Chino. This agreement does not impose any direct financial obligations on SANBAG with Caltrans. Staff recommends approval of Cooperative Agreement No. 16-1001480.

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 the draft agreement.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001480 Amendment No.: 0 Vendor No.: 00450
Vendor/Customer Name: Caltrans Sole Source? [x] Yes [] No
Description: PA/ED, PS&E, and R/W Cooperative Agreement for SR-60 Central Avenue IC
Start Date: 06/01/2016 Expiration Date: 05/31/2019 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:
[x] Board of Directors Date: 06/01/2016
Board of Directors Action: Approve Cooperative Agreement No. 16-1001480

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [] Capital [] PAA [X] 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: Paul Melocoton; Roles and responsibilities only, neither payable nor receivable

Attachment: CSS 16-1001480 [Revision 1] (2659 : SR-60 Central Avenue Interchange Caltrans Cooperative Agreement)

COOPERATIVE AGREEMENT

State Independent Quality Assurance

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *improvements include widening Central Avenue at State Route 60 (SR-60) to accommodate three through-lanes and provisions for a future lane, two left-turn lanes, standard shoulders, bike path, and sidewalk in both the northbound and southbound directions; and widening the existing eastbound and westbound entrance ramps to accommodate two general purpose lanes and one high occupancy vehicle by pass lane* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. SANBAG is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. Funding sources, funding amounts, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

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

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

10. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

11. SANBAG is the IMPLEMENTING AGENCY for PA&ED.
12. SANBAG is the IMPLEMENTING AGENCY for PS&E.
13. SANBAG is the IMPLEMENTING AGENCY for RIGHT OF WAY.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

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

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

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

Environmental Document Quality Control (EDQC) Program

17. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA Lead Agency

18. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

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

21. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401, Regional Water Quality Control Board

Project Approval and Environmental Document (PA&ED)

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance
Environmental Document Quality Control
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.10 Notice of Determination (CEQA)

24. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

- 25. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
- 26. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.

Attachment: 16-1001480 [Revision 1] (2659 : SR-60 Central Avenue Interchange Caltrans Cooperative Agreement)

27. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
28. SANBAG will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
29. SANBAG will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow SANBAG to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
30. CALTRANS will attend all CEQA-related public meetings.
31. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

32. As IMPLEMENTING AGENCY for PS&E, SANBAG is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

33. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

34. SANBAG will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

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

Right of Way (R/W)

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

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

37. The selection of R/W personnel and WORK within the completed PROJECT’s SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.
38. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

39. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
40. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
41. SANBAG will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
42. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

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

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

43. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

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

Schedule

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

Additional Provisions

48. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
49. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
50. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
51. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
54. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
55. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

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

56. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
57. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

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

59. If HM-1 is found within the PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
62. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
63. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
64. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
65. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
66. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

68. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
69. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
70. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

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

71. SANBAG will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SANBAG will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

72. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
73. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

74. 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.
75. 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.
76. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
77. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
78. SANBAG will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SANBAG waives the provisions of California Civil Code section 1654.
- A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
79. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
80. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

81. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

82. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
83. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
84. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
85. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
86. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.

87. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

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

88. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
89. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

DEFINITIONS

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

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

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

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

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

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

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

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

FUNDING SUMMARY – An executed document that includes a FUNDING TABLE and invoicing and payment methods.

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

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

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

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

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

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

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

OBLIGATIONS – All WORK responsibilities and their associated costs.

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

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES

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

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John Bulinski
District 8 Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

Ryan McEachron
Board President

Approved as to form and procedure:

Eileen Monaghan Teichert
Legal Counsel

Concurrence:

Jeffery Hill
Contracts Manager

Attachment: 16-1001480 [Revision 1] (2659 : SR-60 Central Avenue Interchange Caltrans Cooperative Agreement)

FUNDING SUMMARY NO. 01

v. 112							
<u>FUNDING TABLE</u>							
<u>IMPLEMENTING AGENCY →</u>			<u>SANBAG</u>	<u>SANBAG</u>	<u>SANBAG</u>		
Source	FUNDING PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
Local	SANBAG	Local	800,000	1,500,000	84,000	840,000	3,224,000
Totals			800,000	1,500,000	84,000	840,000	3,224,000

Attachment: 16-1001480 [Revision 1] (2659 : SR-60 Central Avenue Interchange Caltrans Cooperative

Invoicing and Payment*Project Approval and Environmental Document (PA&ED)*

1. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

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

Right of Way Support (R/W SUPPORT)

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

Right of Way Capital (R/W CAPITAL)

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

Signatures

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

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

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

John Bulinski
District 8 Director

Date _____

District Budget Manager

HQ Accounting

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

Raymond Wolfe
Executive Director

Date _____

Attachment: 16-1001480 [Revision 1] (2659 : SR-60 Central Avenue Interchange Caltrans Cooperative Agreement)

Minute Action

AGENDA ITEM: 5

Date: May 12, 2016

Subject:

Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard

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. 16-1001477 with the City of San Bernardino for the Environmental Clearance, Design and Right-of-Way Phases for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project (Project), which defines roles, responsibilities and funding for these phases including having SANBAG be the lead agency for these phases and the lead agency for the Federal Highway Bridge Program (HBP) funds;

B. Ratify that SANBAG, as of April 20, 2016, has contributed to the City of San Bernardino \$120,974.22 in Measure I Valley Major Street Program (Arterial) funds towards the Mount Vernon Viaduct project as part of the Jurisdiction Master Agreement No. C12024 and that the \$120,974.22, along with any additional contributions prior to implementation of these agreements will be credited towards SANBAG's share defined in Cooperative Agreement No. 16-1001477;

C. Approve Assignment and Assumption Agreement No. 16-1001511 with the City of San Bernardino, and AECOM Technical Services (AECOM) for City's assignment and SANBAG's assumption of the City's existing final design services contract (SERVICES AGREEMENT) with AECOM for the Project. The effective date of this Agreement is contingent upon SANBAG being issued a Federal Authorization to Proceed (E-76) for the HBP Funds;

D. Approve budget amendment to increase SANBAG Fiscal Year 2015/2016 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$200,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$177,060.00 in Federal HBP funds which SANBAG will be receiving, \$15,507.44 from Measure I Valley Major Street Program (Arterial) funds and \$7,432.56 in Development Share funds from the City of San Bernardino.

E. Approve a budget amendment to increase SANBAG Fiscal Year 2016/2017 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$3,000,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$2,655,900.00 in Federal HBP funds which SANBAG will be receiving, \$232,611.60 from Measure I Valley Major Street Program (Arterial) funds and \$111,488.40 in Development Share

Entity: CTA

funds from the City of San Bernardino.

Background:

The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project has been a high priority project for the City of San Bernardino for more than 15 years. In 1997, Caltrans inspectors determined that the bridge had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. Due to the deficiency of the structure, Caltrans has allocated \$82 million of federal funds to the project.

In June of 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. Currently in the design phase, the City is experiencing delays to the project schedule based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the project, the two parties have been in discussion in regards to SANBAG taking over the project due to SANBAG's extensive experience in delivering similarly large and complex projects. On May 4, 2016, the SANBAG Board of Directors approved Memorandum of Understanding No. 16-1001476 with the City of San Bernardino for the development of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project, defining a framework for project execution and funding, and designating SANBAG as the lead agency for administration of the project moving forward.

Recommendation A: This Cooperative Agreement will define roles and responsibilities as well as the funding plan for the Environmental Clearance, Design and Right-of-Way Acquisition Phases of the project with SANBAG acting as the lead agency consistent with Memorandum of Understanding 16-1001476. The Project Management costs will be solely paid by development share per Measure I Strategic Plan Policy 40006/VMS-29 and VMS-30. Costs for the Environmental Clearance, Design and Right-of-Way Acquisition Phases is estimated at \$11,421,965 and is subject to the Nexus Study with a public share of 67.6% for \$7,383,248 and a development share of 32.4% for \$4,038,717, including Project Management costs. Currently, there is a commitment of \$9,669,216 of Federal HBP funds that will buy down the project cost and reduce the public and development shares proportionally. Terms of the Agreement include SANBAG taking over as the lead agency on these Federal HBP funds. After the HBP buy down, the public share is estimated at \$846,858 which will be funded with Measure I Valley Major Street Program (Arterial) funds.

SANBAG staff is recommending approval of Cooperative Agreement No. 16-1001477 with the City of San Bernardino for the Environmental Clearance, Design and Right-of-Way Acquisition Phases of the Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project.

Recommendation B: Staff is recommending the Board of Directors ratify that SANBAG has previously contributed to the City of San Bernardino \$120,974.22 through April 20, 2016 in Measure I Valley Major Street Program (Arterial) funds towards the Mount Vernon Viaduct project as part of Jurisdiction Master Agreement No. C12024 and that the \$120,974.22 plus any further contributions prior to implementation of these new agreements will be credited towards SANBAG's share defined in Cooperative Agreement No. 16-1001477;

Recommendation C: In May of 2013, the City of San Bernardino entered into a professional services contract with AECOM Technical Services for the Design of the Mt. Vernon Avenue Overhead Replacement Project (SERVICES AGREEMENT). The original contract value was \$3,104,088.00, of which there is an estimated remaining contract balance of \$1,615,798.63 as of April 18, 2016. This estimated outstanding contract balance of \$1,615,798.63 includes a SANBAG share of \$1,092,279.87 before project buy downs. After applying the currently obligated Federal HBP fund project buy down, the public share is \$125,284.50 and will be funded with Measure I Valley Major Street Program (Arterial) funds.

This Assignment and Assumption Agreement will transfer the City of San Bernardino's rights, duties and liabilities of the SERVICES AGREEMENT to SANBAG. SANBAG's SERVICES AGREEMENT with AECOM shall be referred to as Contract No. 16-1001512. The Assignment and Assumption Agreement will not be effective until it is fully executed, the Cooperative Agreement No. 16-1001477 is also fully executed by City, SANBAG and AECOM, and a Federal Authorization to Proceed (E-76) has been issued to SANBAG. It is anticipated an amendment to this SERVICES AGREEMENT will be brought to the Board at a future meeting to address anticipated additional work. The cost of the additional work is included in the not-to-exceed amount of Cooperative Agreement No. 16-1001477.

SANBAG staff is recommending approval of Assignment and Assumption Agreement No. 16-1001511 with the City of San Bernardino and AECOM for SANBAG's assumption of the City's final design services contract with AECOM Technical Services for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project.

Recommendation D: The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project is currently not included in the 2015/2016 SANBAG budget.

SANBAG staff is recommending a budget amendment to increase SANBAG Fiscal Year 2015/2016 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$200,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$177,060.00 in Federal HBP funds which SANBAG will be receiving, \$15,507.44 from Measure I Valley Major Street Program (Arterial) funds and \$7,432.56 in Development Share funds from the City of San Bernardino per Agreement No. 16-1001477.

Recommendation E: The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project was not included in the 2016/2017 SANBAG budget because creation of the project was pending execution of Agreement No. 16-1001477. With Board of Directors approval of Agreement No. 16-1001477, the project can be created in SANBAG's 2016/2017 budget.

SANBAG staff is recommending a budget amendment to increase SANBAG Fiscal Year 2016/2017 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$3,000,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$2,655,900.00 in Federal HBP funds which SANBAG will be receiving, \$232,611.60 from Measure I Valley Major Street Program (Arterial) funds and \$111,488.40 in Development Share funds from the City of San Bernardino per Agreement No. 16-1001477.

Financial Impact:

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2016

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This item amends SANBAG Fiscal Year 2015/2016 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$200,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$177,060.00 in Federal HBP funds which SANBAG will be receiving, \$15,507.44 from Measure I Valley Major Street Program (Arterial) funds and \$7,432.56 in Development Share funds from the City of San Bernardino.

This item amends SANBAG Fiscal Year 2016/2017 budget to establish a new subtask (0827) under Task 0860 (Arterial Projects) for the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project in the amount of \$3,000,000 for Environmental Clearance, Design and Right-of-Way activities. The funding source will be \$2,655,900.00 in Federal HBP funds which SANBAG will be receiving, \$232,611.60 from Measure I Valley Major Street Program (Arterial) funds and \$111,488.40 in Development Share funds from the City of San Bernardino.

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001477 Amendment No.: _____ Vendor No.: 01901
 Vendor/Customer Name: _____ City of San Bernardino Sole Source? Yes No
 Description: Design/ROW Cooperative Agreement for Mount Vernon Avenue Viaduct over BNSF Railroad
 Start Date: 06/01/2016 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001476 (MOU), 16-1001511 (A&A), 16-1001512 (AECOM PSE)

Dollar Amount			
Original Contract	\$ 905,891.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 905,891.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 905,891.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/01/2016
 Board of Directors Action: Approve Cooperative Agreement

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001477 CSS [Revision 1] (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)

COOPERATIVE AGREEMENT NO. 16-1001477

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

**ENVIRONMENTAL CLEARANCE, DESIGN AND RIGHT-OF-WAY (ROW) PHASES
FOR THE MOUNT VERNON AVENUE VIADUCT OVER BNSF RAILWAY
INTERMODAL YARD IN THE CITY OF SAN BERNARDINO**

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

WHEREAS, CITY intends to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard; and

WHEREAS, planned improvements include removal and replacement of the Viaduct Bridge and improvements to existing streets, storm drains, traffic signals, BNSF Railway Intermodal Yard, and related work necessitated by the bridge removal and replacement and is defined as the “PROJECT”; and

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

WHEREAS, the Parties wish to enter into this agreement to delineate roles, responsibilities, and funding commitments relative to the Environmental Clearance, Design and Right-of-Way (ROW) phases of the PROJECT; and

WHEREAS, the Construction Phase of the PROJECT will be covered as part of a future cooperative agreement; and

WHEREAS, the CITY had previously completed preliminary engineering and obtained Environmental Clearance from Caltrans in June of 2011, however a revalidation of the Environmental Clearance may be required during final design; and

WHEREAS, State and/or Federal funds are anticipated to be used to fund a portion of PROJECT; and

WHEREAS, the CITY had previously procured the services of AECOM Technical Services, Inc. (AECOM) for design and ROW services May 6, 2013, under CITY 2013-81 with AECOM for the environmental revalidation, design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project (SERVICES AGREEMENT) and had progressed design to approximately a 30 percent level; and

WHEREAS, the professional services provided by AECOM will be required through Environmental Clearance, Design, ROW and Construction phases of the Project; and

WHEREAS, CITY, SANBAG and AECOM have negotiated the terms of an Assignment and Assumption Agreement (Authority Contract No. 16-1001511) under which CITY assigns and SANBAG assumes CITY's rights, obligations and responsibilities under the SERVICES AGREEMENT, to which AECOM has given its consent; and

WHEREAS, the Assignment and Assumption Agreement will be effective only upon CITY and SANBAG entry into this Agreement and Authority's receipt of an Authorization to Proceed (E-76) for the Federal Highway Bridge Program (HBP) funding used to fund the SERVICES AGREEMENT; and

WHEREAS, the CITY desires SANBAG to provide project management services for the Environmental Clearance, Design and ROW phases of the Project, and understands it is the CITY's sole responsibility to pay 100% of actual SANBAG Project Management costs in accordance with SANBAG Measure I Strategic Plan Policy 40006/VMS-29 and -30; and

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

I. SANBAG RESPONSIBILITIES

SANBAG agrees:

- A. To become lead agency on Environmental Clearance, Design and ROW phases and provide Project Management Services and to diligently undertake and complete these phases of work on the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SANBAG's Director of Project Delivery, or his designee, with input and consultation from CITY.

- B. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. If necessary, the San Bernardino County Transportation Commission (Commission) will conduct the Resolutions of Necessity hearings and acquire property in the name of Commission for purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY. The interest conveyed to the CITY shall be a permanent easement or other required instrument for public street and/or utility purposes.
- C. To make reasonable efforts to relocate businesses affected by the PROJECT within the boundaries of the CITY to the extent feasible.
- D. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.
- E. To obtain, as a PROJECT cost, 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.
- F. To have the Environmental Clearance, Design and ROW documents and drawings of civil, structural, mechanical, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
- G. To contribute towards the cost of Environmental Clearance, Design and ROW phases of PROJECT in an amount not to exceed \$846,858 (the Public Share amount) as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined SANBAG contribution to exceed \$846,858 without an amendment to this Agreement.
- H. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- I. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support SANBAG's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, Environmental Clearance, Design and ROW work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SANBAG.

- J. To prepare a final accounting of expenditures, including a final invoice for the Project Management, Environmental Clearance, Design and ROW. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Project Management, Environmental Clearance, Design and ROW work activities.
- K. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the Project Management, Environmental Clearance, Design and ROW work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- L. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SANBAG receiving notice of audit findings, which time shall include an opportunity for SANBAG to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SANBAG fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, CITY reserves the right to withhold future payments due SANBAG from any source under CITY's control.
- M. 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.
- N. To provide submittals to the CITY at appropriate stages of PROJECT development and to provide an opportunity for CITY to review and comment on the provided documents.
- O. SANBAG and its consultants shall apply for encroachment permits authorizing entry of SANBAG and its consultants onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, required by the PROJECT.
- P. To maintain all source documents, books and records connected with SANBAG's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to CITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of CITY. Copies will be made and furnished by SANBAG upon request.
- Q. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between Parties.
- R. To obtain funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SANBAG for its share of the actual costs incurred estimated at \$905,891 towards the Environmental Clearance, Design and ROW phases of the PROJECT, which includes \$500,000 towards Project Management, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$905,891 (the Development Share amount) without an amendment to this Agreement.
- B. To pay to SANBAG a deposit of \$905,891.00 for the CITY Development Share amount for these project phases as noted in the project funding table in Attachment A. City shall make deposit payment no later than thirty (30) calendar days after SANBAG invoices CITY. After Parties agree that all work is complete, SANBAG will submit a final accounting for all costs for all phases covered in this Agreement. Based on the final accounting, SANBAG will refund to the CITY as necessary in order to satisfy the financial commitments of this Agreement for CITY's Development Share amount.
- C. SANBAG will have the right to withdraw funds for all eligible PROJECT expenditures as set forth in this Agreement, including eligible PROJECT expenditures prior to CITY's deposit of funds. Any unused funds and all interest accrued will be returned to CITY.
- D. To provide SANBAG with all procurement documentation for the City of San Bernardino Contract 2013-81 with AECOM for the design and ROW services for the Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard Project.
- E. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of SANBAG performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- F. 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.
- G. To complete review and provide comments on PROJECT submittals to SANBAG within 20 working days after the submittal is received by the CITY. If comments are not provided by the 20th working day, SANBAG will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. The 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.

- H. That the final plans and specifications shall be approved by the CITY. The City Engineer shall be the PROJECT Designated Engineer as defined by Local Assistance of the State of California Department of Transportation.
- I. To provide at no cost to SANBAG existing improvement plans, and standard plans and specifications.
- J. To accept all PROJECT acquired rights-of-way located within CITY's jurisdictional boundaries upon completion of construction. The City Council of San Bernardino, by approval of this Agreement, authorizes and directs the City Clerk to execute an acceptance, in substantial conformance with the form attached hereto as Attachment B, within thirty (30) days of receipt of a quit claim deed from SANBAG conveying its interests in such acquired rights-of-way.
- K. To be the lead agency for addressing legal challenges to the environmental document with support from SANBAG and its consultants who prepared the environmental document.
- L. To provide any CITY required permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG for the work of the PROJECT.
- M. To provided SANBAG 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.
- N. To assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.
- O. CITY's City Engineer is authorized to act on behalf of CITY under this Section of the Agreement.

III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws, regulations, policies, procedures and standards pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that any federal or state funds that are classified as funds that buy down the total cost of the PROJECT, per San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan Policy 40001.IV.I.1, are used, the Parties acknowledge the federal or state funds will be used to reduce Development Share and Public Share, as defined in Attachment A, proportionally. In addition, in the event SANBAG determines Project Management,

Environmental Clearance, Design and ROW work may exceed the total amount identified in Attachment A of this Agreement, SANBAG shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the total amount identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by SANBAG for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest. SANBAG Policy 40006/VMS 25 further defines eligible ROW work regarding land and applies to this Agreement.
- D. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the Party that determines it is unable to move forward with the PROJECT. If it is mutually decided that the PROJECT will not move forward then repayment of any federal funds used for Public Share will be the responsibility of SANBAG and any federal funds used for the Local Share will be the responsibility of CITY.
- E. This Agreement is expressly subordinated to any bonds, notes, certificates, or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
- F. CITY, independent of PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. SANBAG will undertake hazardous material management activities with minimum impact to PROJECT schedule. CITY will pay all costs associated with hazardous material activities including management costs of SANBAG.
- G. The CITY is the PROJECT owner, operator and maintainer of the existing and proposed improvements and this Agreement does not transfer ownership to SANBAG nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements.
- H. Environmental Clearance is assumed to consist of a revalidation of the Environmental Clearance the CITY received from Caltrans in June of 2011. In the event that a revalidation is determined to not be sufficient based on current PROJECT requirements, Parties shall review scope and cost of such work for Environmental Clearance and amend this Agreement if additional cost will result in exceeding funding limits of each Party.
- I. The Design phase of the PROJECT shall be performed in accordance with CITY standards and practices. The construction bid package will be based on the following standards but not be limited to:

- a. Standard Specifications for Public Works Construction (Greenbook)
 - b. Standard Plans for Public Works Construction
 - c. City Standard Specifications
 - d. City Standard Plans
 - e. Caltrans Bridge Standard Plans and Specifications
 - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
 - g. BNSF/UP RailRoad Standard Plans and Specifications
 - h. Other applicable standard plans and specifications
- J. If SANBAG is to be reimbursed from state or federal funds that are provided by CITY for Project Management, Environmental Clearance, Design and ROW work and SANBAG administers those funds, then SANBAG will draw from those funds without invoicing CITY.
- K. Neither SANBAG nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- L. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
- M. This Agreement will terminate upon completion of (1) SANBAG's management of the Environmental Clearance, Design and ROW phases of the PROJECT, final property disposition, PROJECT closeout and reimbursement of eligible costs by CITY to SANBAG, or (2) December 31, 2020, whichever is earlier in time, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- T. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- U. 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.
- V. 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.
- W. 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 K and L of this Section.
- X. This Agreement may be signed in counterparts, each of which shall constitute an original.

- Y. CITY and SANBAG represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- Z. Attachment A (Project Description and Project Funding Table) and Attachment B (Quit Claim Deed Certification) are attached to and incorporated into this Agreement.
- AA. The Recitals are incorporated into and made a part of this Agreement.
- BB. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

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

If to CITY: City Engineer
 300 North "D" Street, 3rd Floor
 San Bernardino, CA 92418
 Telephone: (909) 384-5190

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

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 16-1001477
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Mark Scott
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Gary D. Saenz
City Attorney

By: _____
Jeffery Hill
Procurement Manager

Attachment A

PROJECT DESCRIPTION

The CITY of San Bernardino and SANBAG propose to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard. It is intended that SANBAG serves as the lead for the Environmental Clearance, Design and ROW phases of the work.

PROJECT FUNDING TABLE

Public Share: 67.6%

Nexus Development Impact Fee Share (“DIF”, “Development Share” or “Local Share”): 32.4%

PHASE	TOTAL	BEFORE PROJECT BUY DOWN		INCLUDING PROJECT BUY DOWNS		
		SANBAG SHARE (Public)	CITY SHARE (DIF)	Federal HBP BUY DOWN ¹	SANBAG SHARE (Public)	CITY SHARE (DIF)
ENVIRONMENTAL CLEARANCE AND DESIGN	\$7,384,265	\$4,991,763	\$2,392,502	\$6,537,290	\$572,555	\$274,420
RIGHT OF WAY	\$3,537,700	\$2,391,485	\$1,146,215	\$3,131,926	\$274,303	\$131,471
PROJECT MANAGEMENT²	\$500,000	\$0	\$500,000	\$0	\$0	\$500,000
TOTAL	\$11,421,965	\$7,383,248	\$4,038,717	\$9,669,216	\$846,858	\$905,891

Notes

¹ Federal Highway Bridge Program (HBP) funds

² Project Management cost assumes a revalidation of the 2011 Environmental Clearance

Attachment B

CITY OF SAN BERNARDINO
300 N. "D" STREET
SAN BERNARDINO, CALIFORNIA 92401

QUIT CLAIM DEED CERTIFICATION
California Government Code 27281

This is to certify that the real property conveyed by the attached instrument dated _____, 20__ from the San Bernardino County Transportation Commission, a California transportation commission, as Grantor to the City of _____, as Grantee, is hereby accepted by order of the City Council of the City of San Bernardino, County of San Bernardino, State of California, as the governing board of said grantee, and consents to the recordation thereof by its duly authorized officer.

Date: _____

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk
City of San Bernardino

Attachment: 16-1001477 - Mt Vernon Viaduct - Coop [Revision 5] (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001511 Amendment No.: _____ Vendor No.: 01901
 Vendor/Customer Name: _____ City of San Bernardino Sole Source? Yes No
 Description: Assignment and Assumption Agreement for AECOM Design Contract
 Start Date: 06/01/2016 Expiration Date: 12/31/2025 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001476 (MOU), 16-1001477 (Coop), 16-1001512 (AECOM PSE)

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/01/2016
 Board of Directors Action: Approve Assignment and Assumption Agreement

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001511 CSS (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)

ASSIGNMENT AND ASSUMPTION AGREEMENT

CONTRACT NO. 16-1001511

BY AND BETWEEN

THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF SAN BERNARDINO

AND

AECOM TECHNICAL SERVICES, INC.

MOUNT VERNON AVE. VIADUCT OVER BSNF RAILWAY INTERMODAL YARD

This Assignment and Assumption Agreement Contract No. 16-1001511 (AGREEMENT) is by and between the San Bernardino County Transportation Authority (hereinafter called AUTHORITY), the City of San Bernardino (hereinafter called CITY), and AECOM Technical Services, Inc. (AECOM). AUTHORITY, CITY and AECOM are each a Party, and collectively Parties to this AGREEMENT.

RECITALS:

- A. CITY and AECOM have entered into an Agreement for Services (SERVICES AGREEMENT) for the Design of the Mt. Vernon Avenue Overhead Replacement Project (PROJECT), Bridge No. 54C-0066, CIP Project No. SS04-012 and Federal Aid Project No. BRLS-5033 (042), effective as of May 6, 2013 (CITY Ref No. 2013-81);
- B. CITY and AUTHORITY are entering into a Cooperative Agreement (C161001477) under which AUTHORITY will provide PROJECT management for the environmental, design and right of way phases for this PROJECT and will execute a contract amendment to extend SERVICES AGREEMENT term through December 31, 2016, prior to this AGREEMENT being executed;
- C. In order to receive full benefit of the Services already performed by AECOM, and to have AECOM continue performing Services under the SERVICES AGREEMENT, it is the intent of the Parties that CITY assign and AUTHORITY assume CITY's rights, duties and liabilities in connection with the SERVICES AGREEMENT, and that AECOM consent to the assignment and assumption of the SERVICES AGREEMENT, all in accordance with this AGREEMENT.

NOW THEREFORE, THE PARTIES HEREBY AGREE:

1. CITY hereby assigns to AUTHORITY and AUTHORITY hereby assumes all of the CITY's rights, duties and liabilities in connection with the services to be performed under the AGREEMENT that are necessary to complete the PROJECT.

2. The SERVICES AGREEMENT is attached to this AGREEMENT as Exhibit A and is incorporated herein by this reference.
3. The CITY is responsible for the execution, liabilities, payments and funding for all Services performed prior to and including the execution date of this AGREEMENT.
4. The Recitals set forth above in this AGREEMENT are incorporated into and made a part of this AGREEMENT.
5. This AGREEMENT is not intended to amend, supersede or modify in any way funding and respective obligations of CITY and AUTHORITY set forth in the Memorandum of Understanding No. 16-1001476 between CITY and AUTHORITY entered into in May 2016.
6. This AGREEMENT is not intended to amend, supersede or modify in any way funding and respective obligations of CITY and AUTHORITY set forth in the Cooperative Agreement No. 16-1001477 between CITY and AUTHORITY.
7. This AGREEMENT shall not be effective until Cooperative Agreement No. 16-1001477 has been duly authorized and executed, this AGREEMENT has been fully executed by Parties, the CITY and AECOM have amended the terms of the SERVICES AGREEMENT through December 31, 2016, and SANBAG has been issued an Authorization to Proceed (E-76) for the Federal Highway Bridge Program (HBP) funding used to fund the SERVICES AGREEMENT.

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

Attachment: 16-1001511 - Mt Vernon Assumption [Revision 4] (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)

**SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 16-1001511
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF SAN BERNARDINO
AND
AECOM TECHNICAL SERVICES, INC.**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Mark Scott
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Gary D. Saenz
City Attorney

By: _____
Jeffery Hill
Procurement Manager

AGREED:

AECOM

By: _____

Name:

Title:

Attachment: 16-1001511 - Mt Vernon Assumption [Revision 4] (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)

EXHIBIT A

**AGREEMENT FOR SERVICES FOR THE DESIGN OF THE MT. VERNON
OVERHEAD REPLACEMENT PROJECT, BRIDGE NO. 54C-0066, CIP PROJECT NO.
SS04-012 AND FEDERAL AID PROJECT NO. BRLS-5033 (042)**

**BETWEEN CITY OF SAN BERNARDINO AND AECOM TECHNICAL SERVICES,
INC.**

EXHIBIT A

**AGREEMENT FOR SERVICES FOR THE DESIGN OF THE MT. VERNON AVENUE
OVERHEAD REPLACEMENT PROJECT, BRIDGE NO 54C-0066, CIP PROJECT NO.
SS04-012 AND FEDERAL AID PROJECT NO. BRLS-5033 (042).**

THIS AGREEMENT is made and entered into this 6th day of May, 2013 (“Effective Date”), by and between the CITY OF SAN BERNARDINO, a charter city (“City”), and AECOM Technical Services, Inc. (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform the design of the Mt. Vernon Avenue Overhead Replacement Project, Bridge No 54C-0066, CIP Project No. SS04-012 and Federal Aid Project No. BRLS-5033 (042) as described herein below; and
- B. WHEREAS, City has need of Consultant services to design of the Mt. Vernon Avenue Overhead Replacement Project, Bridge No 54C-0066, CIP Project No. SS04-012 and Federal Aid Project No. BRLS-5033 (042) hereinafter known as “the Project”; and
- C. WHEREAS, Consultant has submitted the most responsive and cost effective proposal to design the Project; and
- D. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- E. WHEREAS, City and Consultant desire to contract for specific services in connection with the project and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- F. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall design the Mt. Vernon Avenue Overhead Replacement Project, Bridge No 54C-0066, CIP Project No. SS04-012 and Federal Aid Project No. BRLS-5033 (042), in accordance with the proposal dated April 2013, from Consultant, a copy of which is attached hereto as Attachment “A” and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by

EXHIBIT A

professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, or any other category protected by law, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal services contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City.

1.7. Business License: The Consultant shall obtain and maintain a valid City Business Registration Certificate during the term of this Agreement.

1.8. Duty of Loyalty/Conflict of Interest: The Consultant understands and agrees that as the City's Consultant for design of the Mt. Vernon Avenue Overhead Replacement Project, Bridge No 54C-0066, CIP Project No. SS04-012 and Federal Aid Project No. BRLS-5033 (042), Consultant shall maintain fiduciary duty and a duty of loyalty to the City in performing Consultant's obligations under this Agreement. Consultant, in performing its obligations under this Agreement, is governed by California's conflict of interest laws, Government Code Section 87100 et seq., and Title 2, California Code of Regulations Section 18700 et seq.

1.8.1 Prior to performing any services to City under this Agreement, Consultant shall provide the Public Works Department a written list of the Assessor Parcel Numbers and general location or address of any and all real property located in the City of San Bernardino in which

EXHIBIT A

Consultant has any ownership interest, or which is the location of any pending project that is a source of income for Consultant. Consultant shall keep this list current on a monthly basis during the entire term of this Agreement.

1.8.2 Consultant shall not work on any task that is related to any real property that is located within 500 feet of any parcel in which Consultant has any ownership interest or which is the location of any pending project that is a source of income for Consultant.

1.9. Construction Means and Methods: Consultant shall not supervise, direct or have control over or responsibility for the construction work performed by the CITY's construction contractors. Consultant is not responsible for contractor's construction means and methods unless Consultant has specified such means and methods as part of the approved contract documents. Consultant is not responsible for such construction contractors' safety measures, precautions, and programs including enforcement of Federal and State safety requirements.

2.0. COMPENSATION AND BILLING

2.1 Cost Principals

A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.

2.2 The method of payment for this contract will be based on lump sum. The total lump sum price paid the consultant will include compensation for all work and deliverables, including travel and equipment described in Section 1.1 Scope of Services of this contract. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the Consultant and the City. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the City.

2.3 Progress payments may be made monthly in arrears based on the percentage of work completed by the Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 4.0 Term and Termination.

EXHIBIT A

2.4 The Consultant shall not commence performance of work or services until this contract has been approved by the City and notification to proceed has been issued by the City's Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

2.5 The Consultant will be reimbursed, as promptly as fiscal procedures will permit, but in no event greater than 60 days after receipt by the City's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the City that include any equipment purchased under the provisions of Section 8.0 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the Consultant's work. Invoices shall be mailed to the City's Contract Manager at the following address:

Robert Eisenbeisz, City Engineer
City of San Bernardino
300 N. "D" Street
San Bernardino, CA 92418

2.6 The total amount payable by the City shall not exceed \$3,104,088.00, in accordance with Attachment B, the Fee Proposal, attached and incorporated herein.

2.7 All subcontracts in excess of \$25,000 shall contain the above provisions.

2.8 Records and Audits. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

3.0. TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The obligation to perform the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Work Schedule attached hereto as Attachment "C" dated March 20, 2013,

EXHIBIT A

and incorporated herein. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the date approved by the City Manager and continue through June 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing thirty (30) days written notice to the Consultant. The termination of this Agreement shall be deemed effective thirty days after receipt of the notice of termination by Consultant. In the event of such termination, Consultant, upon receipt of said notice, shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

EXHIBIT A

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of San Bernardino and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of San Bernardino shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

EXHIBIT A

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Director of Public Works or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals and directives on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals and directives on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant's Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Mr. Mohan Char, Ph.D., P.E.
Vice President
AECOM
999 W Town & Country Road
Orange, CA 92868
Tel: (714) 567-2539
Fax: (714) 567-2441

IF TO CITY:

Mr. Robert Eisenbeisz, P.E.
City Engineer
300 North "D" Street
San Bernardino, CA 92418
Tel: 909-384-5140
Fax: 909-384-5080

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the City shall be considered as "attorneys' fees" for the purposes of this paragraph.

6.6. Governing Law. This Agreement shall be governed by and construed under the

EXHIBIT A

laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims, arising out of or in any way connected with the intentional or negligent acts, errors or omissions of Consultant, its employees, agents or subconsultants in the performance of this Agreement.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.10. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subconsultants in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.11. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to City may

EXHIBIT A

be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.13. Prohibited Employment. Consultant shall not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency or conflict in this Agreement and any of the attached Exhibits or Attachments, the terms set forth in this Agreement shall prevail.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

EXHIBIT A

6.19 Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

6.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.24 Damages. The Parties agree to waive any rights to incidental or consequential and punitive damages arising out of performance under this Agreement whether in torts or in contracts or in law or in equity.

7.0 SUBCONTRACTING

A. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Project Manager, except that which is expressly identified in the approved Fee Proposal.

B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subcontractors must be approved in writing by the City's Project Manager.

8.0 EQUIPMENT PURCHASE

A. Prior authorization in writing by the City's Project Manager is required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for

EXHIBIT A

supplies, equipment, or services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the Consultant's Fee Proposal and exceeding \$5,000, prior authorization by the City's Project Manager is required; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

9.0 CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

C. The Consultant shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff with Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a governmental committee.

D. The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.

EXHIBIT A

F. All information related to the construction estimate is confidential, and shall not be disclosed by the Consultant to any entity other than the City.

10.0 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.0 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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///

Attachment: 16-1001511 Exhibit A - Agenda Print - AECOM City Contract (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM

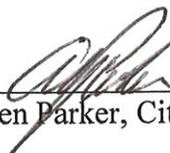
EXHIBIT A

AGREEMENT FOR SERVICES FOR THE DESIGN OF THE MT. VERNON AVENUE OVERHEAD REPLACEMENT PROJECT, BRIDGE NO 54C-0066, CIP PROJECT NO. SS04-012 AND FEDERAL AID PROJECT NO. BRLS-5033 (042).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF SAN BERNARDINO,
A Municipal Corporation

CONSULTANT
AECOM Technical Services, Inc.



Allen Parker, City Manager

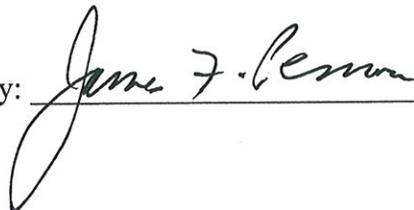
By 

Signature
Lewis P. Cornell Vice President

Name and Title
5/16/13

Approved as to form:

James F. Penman,
City Attorney

By: 

Attachment: 16-1001511 Exhibit A - Agenda Print - AECOM City Contract (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM

Contract Summary Sheet

General Contract Information

Contract No: 16-1001512 Amendment No.: _____ Vendor No.: 00091
 Vendor/Customer Name: AECOM Technical Services Sole Source? Yes No
 Description: PSE/ROW Services for Mt Vernon Viaduct over BNSF
 Start Date: 06/01/2016 Expiration Date: 12/31/2016 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001511 (Assign/Assume)

Dollar Amount			
Original Contract	\$ 1,615,798.63	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,615,798.63	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,615,798.63

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 06/01/2016
 Board of Directors Action: Approve Agreement 16-1001512

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 2.72%

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: 16-1001512 CSS (2704 : Mt Vernon Viaduct - Coop/Assumption/AECOM Amend/NewTask)



Minute Action

AGENDA ITEM: 6

Date: May 12, 2016

Subject:

Monte Vista Grade Separation Plans Specifications, and Estimate Approval

Recommendation:

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

Approve the Plans, Specifications, and Estimate (PS&E) package for the Monte Vista Grade Separation Project.

Background:

The Monte Vista Grade Separation project in the City of Montclair is concluding the design and right-of-way phase with construction scheduled to start in late 2016. The design and right-of-way phase is being led by the City of Montclair and SANBAG will lead the construction phase.

The City of Montclair has approved the design of the Monte Vista Grade Separation project as the project has completed final design review. Staff is requesting the Board also approve the final PS&E package. Since SANBAG is the lead for the construction phase and will submit requests for authorization of funding for this project, SANBAG needs to approve the PS&E package. With the Board's approval, staff can proceed with the allocation request for Trade Corridors Improvement Funds (TCIF) funding from the California Transportation Commission (CTC). Upon allocation of the TCIF funds, staff will be able to submit the request for federal authorization to proceed with construction and advertise for construction bids in Fall 2016.

Staff is recommending approval of the PS&E package for the Monte Vista Grade Separation Project.

Financial Impact:

This agenda item has no financial impact on the Fiscal Year 2015/2016 budget.

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

Approved
 Board of Directors Metro Valley Study Session
 Date: May 12, 2016

Witnessed By:

Entity: CTC

Minute Action

AGENDA ITEM: 7

Date: May 12, 2016

Subject:

State Route 210 Pepper Avenue Interchange - Approval of Final Design Plans and Advertisement for Construction Bids

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 the Plans, Specifications, and Estimate (PS&E) package for the State Route 210 (SR-210) Pepper Avenue Interchange Project.
- B. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. 16-1001513, subject to approval by SANBAG General Counsel as to form and pending federal authorization to proceed, for construction bids for the SR-210 Pepper Avenue Interchange Project.
- C. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001513 for the SR-210 Pepper Avenue Interchange Project.

Background:

The SR-210 Pepper Avenue Interchange Project will improve regional mobility and provide new freeway access at Pepper Avenue in the City of Rialto. The proposed project includes construction of freeway ramps, widening Pepper Avenue to its ultimate configuration to Highland Avenue, and landscape improvements. The California Department of Transportation (Caltrans) is expected to issue a letter approving the design of the SR-210 Pepper Avenue Interchange Project within the next few weeks pending resolution of the remaining minor comments. The estimated cost of Construction Contract 16-1001513 is \$15.3 million, which will be funded with approximately \$13.1 million of federal Surface Transportation Program (STP) funds and the remaining amount will be funded with Measure I funds. The project has an anticipated construction contract award date before the end of 2016 with the project being substantially complete before the end of 2017. Staff is requesting that the Board approve the final PS&E package. With the Board's approval, staff will be able to submit the signed plans with the federal request for authorization to proceed with construction and obligation of the federal STP funds.

Staff is also recommending that the Board authorize the Director of Project Delivery to advertise the construction contract for the project through the release of the IFB No. 16-1001513 subject to approval as to form by SANBAG General Counsel and issuance of the federal authorization to

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

May 12, 2016

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proceed with construction. Staff anticipates receiving federal authorization by late summer 2016, which would allow release of the IFB in fall 2016.

In order to maintain the current schedule, Staff is also requesting authorization to proceed directly to the Board for construction contract award without prior Metro Valley Study Session review to allow contract award as soon as possible.

Financial Impact:

This item is consistent with the 2015/2016 FY Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG Procurement Manager has reviewed this item.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016
Witnessed By:

Minute Action

AGENDA ITEM: 8

Date: May 12, 2016

Subject:

Interstate 10 Alabama Street 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 a Memorandum of Understanding (MOU) No. 16-1001326 with the City of Redlands for the development of the Interstate 10 (I-10) Alabama Street Interchange.
- B. Authorize the release of a Request For Proposals (RFP) No. 16-1001516 to retain an Architectural/Engineering (A/E) firm for the preparation of Project Initiation Document (PID), Project Approval/Environment Document (PA/ED), and Plans, Specifications and Estimates (PS&E), and to provide support services for the Right-of-Way and Construction phases of the I-10 Alabama Street Interchange project.

Background:

The I-10 Alabama Street Interchange Project is the sixth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Approval of these recommendations by the SANBAG Board of Directors will serve to initiate this project.

The I-10 Alabama Street interchange is located in the City of Redlands. Alabama Street is a primary, north-south arterial that serves shopping centers, local businesses, logistic centers, and residential communities. The interchange has a split-diamond configuration with Alabama Street in the western half and Tennessee Avenue to the east. Alabama Street is connected to I-10 by a west bound on ramp and an east bound off ramp. On the east side of Alabama Street, the interchange is connected to Tennessee Avenue by two 2-lane one-way collector roads.

Due to the project's high priority and the current level of traffic congestion, the City of Redlands has requested that the I-10 Alabama Street Interchange Project move forward. Staff has coordinated closely with the City to understand the existing operational concerns and traffic delay issues, resulting in concurrence on the interchange improvement concept plan from the City and Caltrans. The proposed project will widen the existing ramps, widen Alabama Street, provide additional turn lanes and other ancillary improvements.

Recommendation A

The purpose of this Memorandum of Understanding (MOU) No. 16-1001326 between the AUTHORITY and the City of Redlands is to document the terms and conditions of cooperation required to complete the Project with respect to cost, funding shares, schedule, and scope. The MOU does not commit AUTHORITY or the City to perform work or provide funding for

Entity: CTA

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the Project but provides the overall framework necessary to complete all phases of the Project. Funding obligations will be established by cooperative agreements for the various phases of project development will be brought forward to the Board for consideration in the near future.

Recommendation B

Staff is also requesting that the Board authorize the release of RFP 16-1001516 to solicit proposals for environmental and engineering services for this project for the purpose of successfully delivering planning, environmental, and design packages. In addition, the firm will provide support services to the right of way and construction phases of the project.

In the interest of initiating the I-10 Alabama Street Interchange project, staff requests approval of both the MOU and the release of the RFP.

Financial Impact:

This item has no impact on the adopted SANBAG 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 and Procurement Manager have reviewed this item, a draft of the MOU and the draft RFP Scope of Work.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001326 Amendment No.: Vendor No.: 01776
Vendor/Customer Name: City Of Redlands Sole Source? Yes No
Description: I-10 Alabama st IC
Start Date: 06/30/2016 Expiration Date: 09/30/2021 Revised Expiration Date:
Has Contract Term Been Amended? 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: 06/01/2016
Board of Directors Action: Approve MOU No. 16-1001326

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 [Revision 1] (2116 : I-10 Alabama MOU)

CONTRACT No. 16-1001326

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF REDLANDS

FOR THE DEVELOPMENT OF

ALABAMA STREET PROJECT NEAR INTERSTATE 10
BETWEEN ORANGE TREE LANE AND INDUSTRIAL PARK AVENUE

I. PARTIES AND TERM

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“SANBAG”) and the CITY OF REDLANDS (“PROJECT SPONSOR”) (together, the “PARTIES”) on the Effective Date defined later herein.
- B. The Term of this MOU will commence on the Effective Date and, unless earlier terminated as provided in Section V, Paragraph D of this MOU, terminate upon the date a notice of completion is recorded for the Alabama Street at I-10 Interchange Project (“PROJECT”) or September 30, 2021, whichever is earlier.

II. RECITALS

- A. WHEREAS, the PROJECT is included in and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.
- B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- D. WHEREAS, PARTIES agree that the proposed improvements will serve as the I-10 Alabama Interchange, identified as priority No. 6 within the Freeway Interchange Program, the SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study.
- E. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.

- F. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of their availability.
- G. WHEREAS, the Public Share is defined as the percentage share of the PROJECT cost calculated as the total cost of the PROJECT minus the development share (or Local Agency share), and the Local Agency share is defined as the percentage share of the PROJECT cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.
- H. WHEREAS, the PARTIES understand that the purpose of this MOU is to outline the steps and funds necessary to complete the PROJECT, but this MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.
- I. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the Parties in their decision-making and budgeting for the PROJECT.
- J. WHEREAS, the PARTIES understand that a cooperative agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of SANBAG and PROJECT SPONSOR including specific funding commitments.

III. SANBAG'S RESPONSIBILITIES

- A. SANBAG will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 (Policy 40005) and subsequent cooperative agreements.
- B. SANBAG will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Policy 40005.
- C. SANBAG will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by SANBAG to facilitate delivery of the PROJECT.
- D. PROJECT SPONSOR and SANBAG shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Policy 40005 and subsequent agreements, including loan agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with SANBAG, as determined reasonably necessary by PROJECT SPONSOR to facilitate delivery of the PROJECT.
- C. PROJECT SPONSOR acknowledges that in accordance with Policy 40005--VFI-2, PROJECT SPONSOR is responsible for nominating the PROJECT. If freeway interchange project nominations by SANBAG sponsoring member agencies exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority

as assigned in the Strategic Plan. Failure to provide its Local Share of funding in a timely manner could jeopardize the schedule and/or delivery of the PROJECT and could put other projects lower on SANBAG’s Measure I interchange priority list in a position to utilize the available public share which have the local share available. Lower ranked projects could take precedence in Measure I funding for a period of time until additional funding is available for the PROJECT SPONSOR to meet its Local Share requirement for its PROJECT, pursuant to Strategic Plan Policy VFI-21. SANBAG will provide a written notice to PROJECT SPONSOR if PROJECT is in jeopardy of losing its funding priority to another project, and PROJECT SPONSOR will be provided 60 days to respond with a funding plan.

D. PROJECT SPONSOR and SANBAG shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

- A. The PARTIES will act in good faith to see the construction of the PROJECT is completed.
- B. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (right of way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the funding cooperative agreement(s).
- C. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- D. Termination. Both SANBAG and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, by giving thirty (30) calendar days prior written notice to the other Party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any cooperative agreements generally referenced in Section II, Paragraph I. Termination of this MOU by request of PROJECT SPONSOR will be understood by SANBAG that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active cooperative agreement or in a subsequent MOU or agreement.
- E. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Chris Diggs, Deputy Municipal Utilities and Engineering Department Director for the CITY OF REDLANDS. For SANBAG, that person shall be Paula Beauchamp. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

<p>CITY OF REDLANDS 35 Cajon Street, Ste. 15A Redlands, CA 92373 ATTN: Chris Diggs, Deputy Municipal Utilities and Engineering Director CC: Ross Wittman</p>	<p>SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick</p>
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F. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of

this MOU. All such amendments must be in the form of a written instrument signed by the original signatories of this MOU, or their successors or designees.

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by SANBAG (“Effective Date”).

SANBAG

CITY OF REDLANDS

By: _____
Ryan McEachron
Board President

By: _____
Paul W. Foster, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Daniel J. McHugh
City Attorney

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: 16-1001326 I-10 Alabama MOU [Revision 5] (2116 : I-10 Alabama MOU)

Exhibit A

Project Scope:

The PROJECT will improve the Alabama Street between Orange Tree Lane and Industrial Park Avenue, including intersection work, turning lanes and striping. It is anticipated that SANBAG will be lead on all phases of work.

Project Cost Estimate* and Funding Shares:

Public Share: 49.5%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 50.50%

Local Jurisdictional Split of the DIF Share: Redlands 34.90%, County of San Bernardino 65.10%

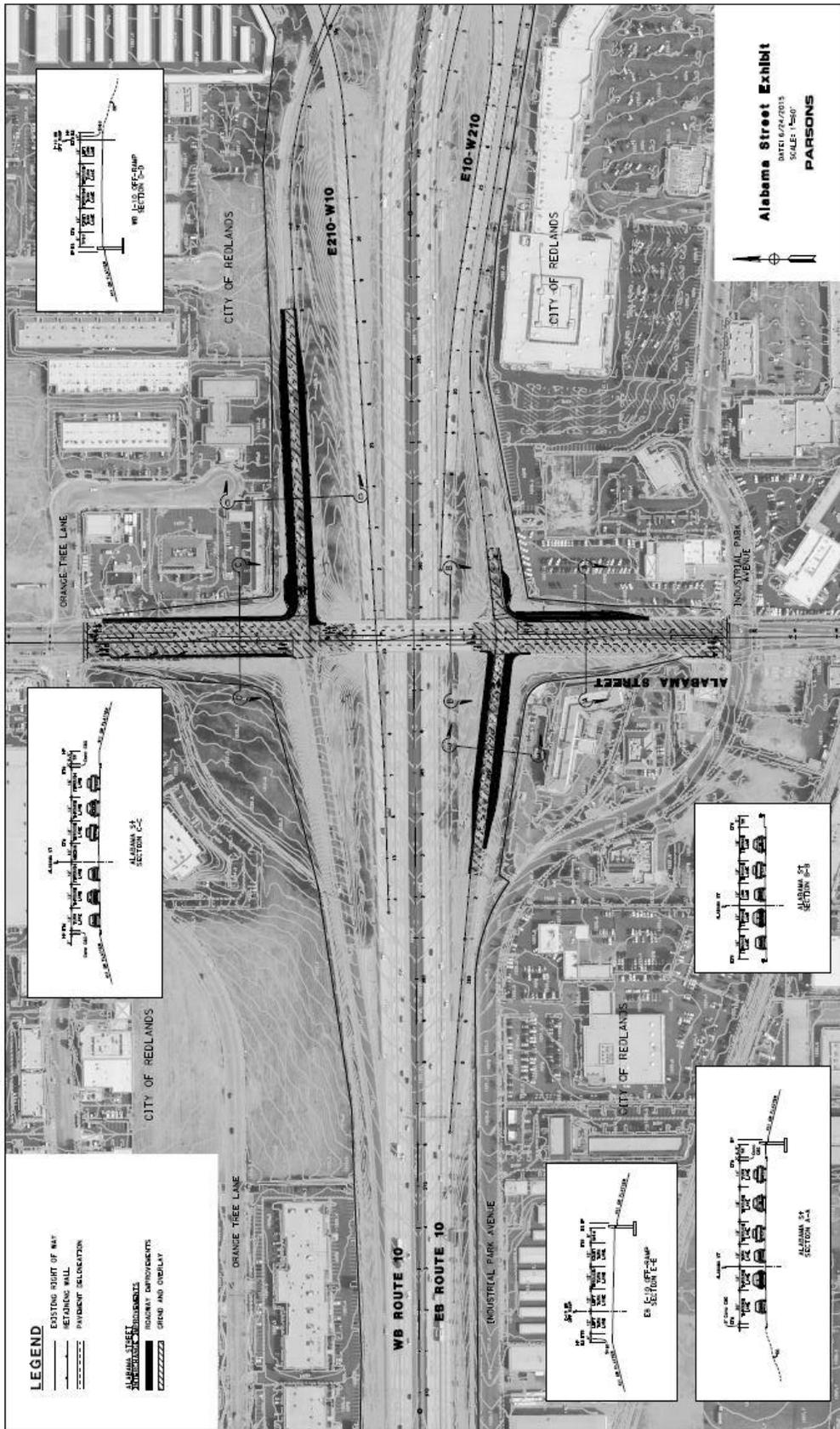
Phase	Estimated Cost* (Escalated at 3.5%/year to 6/2019)	Public Share (49.5%)	Development Share (50.5%)
Project Study Report	\$ 347,000	\$ 171,765	\$ 175,235
Project Approval & Environmental Document	\$ 922,000	\$ 456,390	\$ 465,610
Design	\$ 462,000	\$ 228,690	\$ 233,310
Right-of-Way (including Utilities)	\$ 36,000	\$ 17,820	\$ 18,180
Construction (Including Construction Management)	\$ 8,122,000	\$ 4,020,390	\$ 4,101,610
Landscape (Extended Maintenance)	\$ 749,000	\$ 370,755	\$ 378,245
SANBAG Oversight	\$ 330,000	\$ 0	\$ 330,000
Total	\$ 10,968,000	\$ 5,265,810	\$ 5,702,190

* Project estimate is based on conceptual level layouts as PSR has not been completed. Construction Phase cost includes approximately \$90,000 for landscaping.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	September 2016
PSR Approval	September 2017
Environmental Approval	December 2018
Design Approved/ROW Certified	December 2019
Construction Notice to Proceed**	June 2020
Completed for Beneficial Use	June 2021

Exhibit B Conceptual Layout



Attachment: 16-1001326 I-10 Alabama MOU [Revision 5] (2116 : I-10 Alabama MOU)

EXHIBIT A - SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

OVERVIEW:

The San Bernardino County Transportation Authority (SANBAG), is seeking professional services to prepare the Project Study Report/Project Report (PSR/PR) as the Project Initiation Documents (PID); Project Approval and Environmental Document (PA/ED); deliver the Plans, Specifications and Estimate (PS&E) Package; and provide support services for Right of Way (ROW) Engineering and construction phases including preparation of the as-built construction package for the Interstate 10 (I-10) Alabama Street Interchange Project (Project) in the City of Redlands.

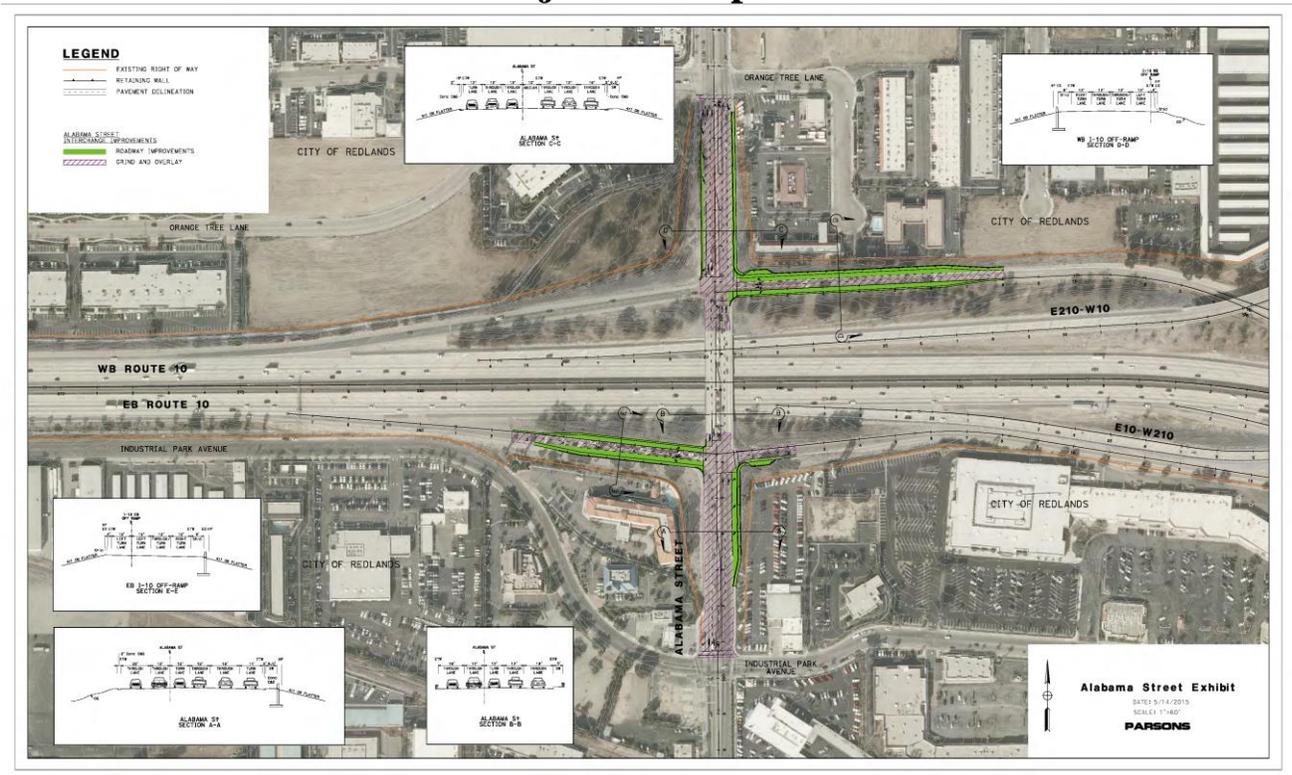
PROJECT DESCRIPTION, LOCATION, AND SCOPE:

The I-10/Alabama Street Interchange Improvement Project (PROJECT) will widen the Interstate 10/Alabama Street interchange eastbound off ramp and a portion of the westbound collector road, provide maintenance pull outs, analyze needs for a soundwall, and widen Alabama Street to add turn lanes to improve operation and reduce congestion, thereby providing improved access to and from businesses, residences and facilities served by the interchange. The project site is located within the City of Redlands. The Project conceptual layout is shown on Figure A.1

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

Preliminary Engineering Services are anticipated to include preliminary engineering, preparation of the Project Initiation Documents, preparation of PA/ED and environmental studies to support what is currently expected to be a Categorical Exemption determination, and a Right-of-way Requirements Map to identify the project needs. The PS&E package will include landscape and irrigation plans, and construction support. Measure I funds and City/County funds will be used to cover the cost of the preparation of the PSR/PR, PID, PA/ED, PS&E, and support of the right-of-way and construction phases of the Project.

Figure A.1 Project Concept



DETAILED SCOPE OF SERVICES

Consultant will provide SANBAG with professional services required for preparation of the Project Study Report/Project Report (PSR/PR) as the Project Initiation Documents (PID); Project Approval and Environmental Document (PA/ED) and the Plans, Specifications and Estimate (PS&E) Phase and support services for the right-of-way and construction phases of the Interstate 10/Alabama Street Interchange Improvement Project.

For purposes of the RFP assume the following delivery schedule:

PID/PA&ED	September 2016 to September 2017
PS&E	September 2017 to September 2018
ROW	September 2018
Advertise	November 2018
Construction	March 2019
Project Opening	January 2020
Landscape Maintenance	January 2020 – June 2023

The duration for the design scope of work is anticipated to be no more than 24 months, with construction estimated to start early 2019. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or

Attachment: I-10 at Alabama street IC draft RFP 3-28-16 [Revision 3] (21116 : I-10 Alabama MOU)

requirements will be considered as additional scope and may require budget augment.

I. APPLICABLE STANDARDS

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

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract (Attachment B).
- B. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- C. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, special provisions, and as-built drawings necessary to complete the PID,PA&ED, PS&E, support of the right of way and construction phases, and project closeout
- D. Consultant shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by Consultant for the Project. Consultant shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall Project consistency, and verification of implementation of Consultant Quality Assurance/Quality Control process. Consultant is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.
- E. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- F. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- G. The Consultant shall develop and maintain a Project schedule.
- H. The Consultant shall maintain a set of Project files that are indexed in accordance with Caltrans' Project Development Uniform File System and submit a copy to Caltrans upon completion of the Project. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will

then forward said files to Caltrans. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

- I. Consultant shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. Consultant shall perform all changes in accordance with the terms and conditions of this Contract.
- J. Consultant shall submit all final plans and reports on CD using file format acceptable to SANBAG and Caltrans. The electronic files shall include the engineer's electronic signature and seal. Consultant shall verify the latest version of software used prior to submittal.
- K. In the event that non-standard features are necessary, Consultant shall prepare the necessary Fact Sheets for Design Exceptions following Caltrans' direction.
- L. Consultant shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- M. Consultant shall coordinate with all agencies involved or potentially impacted by the Project. Consultant shall inform SANBAG prior to all contacts, meetings, and correspondence. Consultant is required to coordinate activities with adjacent Projects.
- N. Consultant shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: www.sanbag.ca.gov under "Vendor Portal".
- O. It is SANBAG's practice to involve the community in the projects. Assume a Public Informational Meeting will be held.
- P. 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.
- Q. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the California and Local Building Codes within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.

- R. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. SCOPE OF SERVICES DEFINED BY CALTRANS

The Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. The Workplan is an outline used to plan and control the Project but does not limit the Project Manager from providing services necessary to delivering the work. The numbering system is modified to be consistent with the Contract Exhibit B Price Form, Specific Rates of Compensation.

IV. RFP ASSUMPTIONS

- A. The Consultant will develop and evaluate one 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. Alternative will consider improvements of westbound collector road and eastbound off-ramp widening of Alabama Street within the project limits. At the conclusion of this evaluation, one alternative will be carried forward for further development and analysis.
- B. Assume there will be two meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of softcopies.
- D. Assume 10 noise receptor locations for the existing, future no-build and build alternatives. Screening analyses will be conducted as specified in the CO protocol. If required, conduct a CALINE4 modeling for CO hot spots.
- E. Assume Level of Service C/D volumes for the main lines and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts.
- F. Assume one peer and two Caltrans reviews for each major deliverable.
- G. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Categorical Exclusion (CE).
- H. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Category Exemption (CE).
- I. Assume lead testing of the soils is required.

- J. Analyze and research the ROW impacts of the proposed Project build alternative assessing any temporary and permanent easement and permanent fee impacts for up to 5 unique Assessor's Parcel Numbers. Assume up to 10 utility relocations (permanent or temporary) and no railroad coordination.
- K. This Fact Sheet scope of work assumes documentation of 2 exception locations between the mandatory and advisory fact sheets. It is assumed that 2 supplemental fact sheets will be prepared as a part of the PS&E phase.
- L. Construction Support will include response to 25 Requests for Information, review of 10 shop drawings, attendance at 10 one-hour coordination meetings.

TASK 1.00 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

Consultant will provide overall day-to-day management of the Project. All services will be performed in accordance with current Caltrans Manuals and directives. The Consultant Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG and Caltrans. Consultant will provide but is not limited to the following project management activities:

Task 1.01 – Coordination/Administration

Consultant will provide overall execution and financial management of the Project, including SANBAG and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting meetings over the Project Period of Performance lasting 24 months. Consultant will meet with affected parties to obtain direction, discuss/resolve issues pertinent to the analysis and design, and potential impacts of the Project.

- Consultant will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. Over the course of the Project, numerous meetings will be required to advance the Project to PA/ED, PS&E, and R/W approval and certifications. It is assumed there will be two meetings per month during the duration of this contract. Consultant will participate in a approximately 30 meetings.

Consultant will prepare and distribute agendas prior to the meetings. Consultant will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- ***Kick-off Meeting:*** Consultant will organize and run Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders as required.
- ***Monthly Project Development Team (PDT) Meetings:*** Consultant will organize and run monthly PDT meetings with Caltrans, SANBAG, and Project stakeholders as required.
- ***Resource Agency Task Specific Meetings:*** Consultant will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document as needed.

- **Technical Workshop Meetings:** Consultant will prepare for, coordinate and attend technical focus meetings with Caltrans, SANBAG, and other stakeholders. Meeting will include public workshops, public hearings, and SANBAG meetings, etc.
- **Focus Meetings:** Consultant will prepare for, coordinate and attend focus meetings as needed in order to complete action items or to assist in preparation of required documents, reports, studies, or in preparation of review of the same by an agency.

Resource Agency/Technical Workshop/Policy Working Group/Focus Meetings will be held to discuss technical issues with specific agencies. No special presentation materials will be prepared. Internal Project team task-specific meetings will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

Consultant will follow a uniform filing system and will maintain complete Project files on an ongoing basis. Consultant will maintain all required records/documents for at least three years after the SANBAG makes final payment and all pending matters are closed.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of progress plans

Task 1.02 – Schedules/Project Controls

Consultant will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the SANBAG. The Work Plan and Project Schedule will be maintained and implemented throughout the PA/ED and PS&E phase of the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. Consultant will prepare a detailed schedule and SANBAG will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. The Project scheduling requirements cover the period of 30 months.

Fifteen (15) days after notice-to-proceed, Consultant will prepare the Project Master Schedule (PMS) for the environmental and engineering technical studies for the Project. The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of services. The PMS will reflect the various levels of reviews for the draft and final environmental documents. SANBAG will require 10 working days for peer review and, sequentially, Caltrans will require 20 working day review periods for major deliverables. The PMS will include Project milestones and delivery of intermediate Project deliverables with a minimum of the following milestones (note that these can be overlapping tasks) :

- Begin PR/PSR Phase
- Project Approval document with CE
- Begin Design (PS&E)
- End Design Phase (Ready to Advertise)
- Begin Right of Way (coordination)

- Begin Construction Phase
- End Construction Phase
- Begin Close-Out
- Complete Close-Out
- The major milestones at the top of the schedule will be linked to the detailed schedule enable SANBAG to easily identify dates for other SANBAG reporting.
- Reviews for the draft and final environmental documents and intermediate Project deliverables by SANBAG, Caltrans, and City.
- Work items of agencies and other third-parties that may affect or be affected by the Consultant team's activities.
- Consultant will submit a copy of the PMS to the SANBAG Project Manager for review and approval and a copy to Caltrans for information.

Deliverables:

- Project Master Schedule

Task 1.03 – Progress Reports

Consultant will submit a progress payment invoice to the SANBAG for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the SANBAG on a timely basis. If Consultant fails to submit the required deliverable items according to the agreed schedule set at start of the Project, the SANBAG will have the right to delay payment until the required information is received.

Consultant will track the actual progress relative to the PMS and ensure that all significant completion dates of the Project are being met.

At the end of each month, Consultant will report the progress of the work. Progress will be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

Consultant will submit one copy of a monthly progress report to the SANBAG Project Manager consisting of a written narrative and an updated bar-chart format of the PMS.

The narrative portion of the monthly progress report will describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

The initial PMS referenced in Task 1.2, as agreed to by SANBAG, will become the Project target. The target schedule will be displayed on the updated PMS.

Deliverables:

- Monthly Progress Report
- Monthly Schedule Update and Physical Percent Complete by Task
- Monthly Invoice

Task 1.04 – Maintain Complete Project Files

Consultant will develop, maintain files, designs, and other materials in an organized

manner such that SANBAG can readily access and obtain documents and information upon request.

TASK 1.50 – DEVELOP PROJECT INITIATION DOCUMENT

Work involved in the preparation, review, and approval of a Project Initiation Document.

Task 1.50.05 – Transportation Problem Definition and Site Assessments

This activity includes three major tasks:

- Compiling and reviewing existing background information that may impact the project scope under consideration.
- Developing project constraints and information required to determine the extent of the existing problem and future needs. This should include any necessary discussions with internal and external stakeholders.
- Analyze the existing problem and future requirement to determine the project's need and purpose.

Deliverables:

- Purpose and Need Statement
- Adequate information should exist to begin project development.

Task 1.50.20 – Preliminary Environmental Analysis Report

The Preliminary Environmental Analysis Report (PEAR) identifies the potential environmental impacts of the project, as well as potential mitigation costs. The PEAR should include those studies required for the environmental document: Initial Noise, Biology, Cultural, and Air Quality Studies.

Deliverables:

- Preliminary Environmental Analysis Report

TASK 1.60 – PERFORM PRELIMINARY ENGINEERING STUDIES

Work involved in conducting preliminary engineering studies used in the development of a final Environmental Document.

Task 1.60.10 – Engineering Studies

Consultant will develop in more detail those studies initiated during the PID. Studies to include:

- Traffic Forecasts/Modeling
- Traffic Operations Analysis
- Hydraulics/Hydrology Studies
- Other Engineering Studies

Deliverables:

- Preliminary engineering studies

Task 1.60.20– Engineering and Land Net Surveys

Consultant to develop project control, perform data surveys for design, centerline alignment, topographic surveys, pavement surveys, existing Land Net Mapping Control, survey, and legals and plats for Right of Way requirement maps and Base Map development.

Deliverables:

- Land Net Map
- permanent project control monumentation
- topographic base map
- Legals and Plats
- Right-of-Way Requirement Maps

Task 1.60.45– Base Maps and Plan Sheets for PA&ED

Consultant to prepare exhibits, geometric base maps, and functional base plan sheets required for the PA&ED development efforts.

TASK 1.65 – ENVIRONMENTAL STUDIES

Work involved in performing the environmental studies needed to determine the environmental impact and preparation of the end product of this activity is currently expected to be a Categorical Exemption (CE).

Task 1.65.10– General Environmental Studies

- Consultant to perform environmental technical studies, other than for Biology and Cultural Resources and prepare technical reports and other work products documenting study results. Studies may include:
 - Noise Study
 - Noise Abatement Decision
 - Sound Barrier Surveys
 - Hazardous Waste/Materials Initial Site Assessment
 - ADL, LBP, PCB, ACM Surveys
 - Aesthetic/Visual Analysis
 - Air Quality
 - Natural Environment
 - Community Impact

Deliverables:

- Noise Study Report, Noise Abatement Decision Report, Sound Barrier Survey, Hazardous Waste/Materials Initial Site Assessment, ADL, LBP, PCB, ACM Surveys, Aesthetic/Visual Analysis Memo, Air Quality Analysis, Natural Environment Study, Community Impact Assessment Report, Water Quality Assessment Report, and Floodplain/Hydrology Memo.

TASK 1.80 – FINAL PROJECT REPORT AND CATEGORICAL EXEMPTION

Work involved in preparation, review, and approval of a combined Project Study Report/Project Report, and Categorical Exemption.

Task 1.80.05– Updated Project Report

Consultant to update PR including cost estimate. This Project Report constitutes the Final Project Report for a Categorical Exemption.

Deliverables:

- Updated Final Project Report and Categorical Exemption

TASK 1.85 – PREPARE BASE MAPS AND PLAN SHEETS FOR PS&E

Work during PS&E development involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies.

Task 1.85.05 – Updated Project Information

- Consultant to update project information needed to prepare engineering design reports, perform preliminary design, and determine Right-of-Way requirements.
- Consultant to perform field reviews
- Research and obtain copies of existing studies
- Research, obtain, and review utility maps and plans
- Consultant to obtain Record of Survey, benchmark, and centerline tie information

Deliverables:

- Updated project information and confirmation of Purpose and Scope

Task 1.85.10 – Design Surveys

- Consultant to produce mapping and survey control necessary for the PS&E, establishing primary control throughout the project, establishing supplemental control for the project, and documentation of the control survey.
- Field Survey required to perform a topographic survey for delivery to design and utility relocations.

Deliverables:

- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
 - Topography
 - Structures
 - Utility Locations (existing and proposed)

Task 1.85.15 – Preliminary Design

- Consultant to establish and update work footprint. Design activities with regard to the preliminary design work should include:
 - Horizontal and vertical alignment
 - Typical Cross Sections

- Super Elevations
- Earthwork
- Intersection/ramp Design
- Review of Geometric Design
- Exceptions to Design Standards
- Delineation Support
- Conceptual Stage Construction plans

Deliverables:

- Base maps suitable for developing the PS&E
- Approved geometric design

Task 1.85.20 – Engineering Reports

Consultant to develop project design reports needed to establish design parameters and complete preliminary design. Reports include:

- Traffic Data Analysis and Forecasts
- Preliminary Hydrology and Hydraulic Reports
- Preliminary Geotechnical Design
- Preliminary Pavement Design
- Preliminary Materials Report
- Sound Wall Design
- Utility Surveys and ROW coordination
- Other engineering reports

Deliverables:

- All preliminary design reports necessary to establish design parameters and complete preliminary design.

Task 1.85.25 – Coordination with Right of Way Consultant

- Consultant to determine right of way needs and prepare Right-of-Way maps. Includes identifying the need for new right of way, permanent easements, and temporary construction easements. Includes coordination with affected agencies to determine right of way impacts. This includes incorporation of utility right of way needs.
- Consultant to develop utility maps to avoid utility relocation where possible. This includes determination of utility right of way needs.
- **Consultant to provide their rate schedule as an attachment to the proposal. SANBAG will pay on a time and material basis all consultant work for design support of right of way acquisition and condemnation efforts.**

Deliverables:

- Right of Way Requirements map. This will include incorporation of utility right of way needs.
- Utility location plans (depicting both existing and proposed locations)

TASK 2.0 - ENGINEERING DEVELOPMENT

Activities consist of the development of the engineering plans to support the I-10/Alabama Street Interchange Improvement Project - PS&E.

TASK 2.05 – PERMITS AND AGREEMENTS DURING PS&E COMPONENT

Work during PS&E component involved in identifying and obtaining necessary permits and agreements for project construction.

Task 2.05.05 – Permit Assessment

- Consultant to discuss and negotiate with permitting agencies
- Prepare permit application and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee
- Submit permit application

Deliverables:

- Permits as required from both Caltrans and the City.

TASK 2.30 – DRAFT PS&E, GEOMETRIC APPROVAL DRAWINGS (GADS)

Work involved in the preparation and review of draft roadway plans, specifications, and estimates and Geometric Approval Drawings. Includes roadway design and preparation of functional PS&Es.

Task 2.30 – Draft Roadway Plans

- Includes all activities, from the base maps, such as design, delineation, field reviews, and internal/external coordination necessary to develop draft roadway plan sheets for construction contract, to include:
 - Title Sheet
 - Typical Cross Sections
 - Key Map and Line Index
 - Roadway Layouts
 - Profile and Super elevation Sheets
 - Construction Details
 - Contour Grading Plans
 - Summary of Quantity Sheets
 - Noise Barrier Plans
 - Retaining Wall Plans
 - Standard Plan Selection
 - Stage Construction and Detour Plans or Traffic Handling Plans
 - Water Pollution Control Plans
 - Engineering Reports
 - Draft Highway Planting Plans

- Draft Traffic Plans
- Transportation Management Plan
- Draft Utility Plans – includes positive location of utilities in the field.
- Draft Drainage Plans
- Draft Specifications
- Draft PS&E Quantities and Estimates
- Draft Geometric Approval drawings (GADs)
- Addressing comments of a 95% constructability review

Deliverables:

- Plans, Specifications, and Estimates to 95% Review and GADs to approval by Caltrans.

TASK 2.35 – MITIGATE ENVIRONMENTAL IMPACTS AND CLEAN-UP HAZARDOUS WASTE

Work involved in mitigating environmental impacts – including hazardous waste cleanup – as required – in order to construct a capital outlay project. Includes long-term mitigation and monitoring efforts if necessary within overall project scope.

Deliverables:

- Mitigation Monitoring Report

TASK 2.55 – FINAL PS&E

Work involved in the circulation and review of the Draft PS&E package. Includes addressing review comments and preparing the Final PS&E package.

Task 2.55.05 – Circulated and Reviewed Draft PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications, and estimate. This activity also includes the review and comment as well as reaching consensus with the reviewers (including the 95% constructability review). Copies of review packages are routed to both in-house and functional branches and involved outside agencies.

Task 2.55.10 – Updated PS&E Package

This activity includes all necessary updates as a result of the draft PS&E circulation.

Deliverables:

- Updated set of plans, specifications, and estimate

Task 2.55.20 – Final PS&E Package

This activity includes all the tasks required to complete the process requirements (such as the reproduction). Also includes “Attachment A”/RTL Certification.

Deliverables:

- Final PS&E Package

Task 2.55.25 – Geotechnical Information Handout

This task includes reviewing the Geotechnical Design Report (GDR), Foundation Report (FR), etc. that were prepared earlier during the design phase and selecting the necessary sections and information to be included in the Geotechnical Information Handout. The GDR and FR include information such as existing physical setting, geophysical studies, geotechnical conditions, geotechnical analysis and design, construction considerations, and recommendations and specifications.

Deliverables:

- Complete the Geotechnical Information handout, and make it available for the prospective bidders to review.

Task 2.55.30 – Materials Information Handout

The Materials Information Handout (MIH) is prepared for the use of prospective bidders. The handout includes test data on local materials; soil survey sheets showing borings, tests, and seismic information, as required. It also includes a statement that the non-commercial borrow, disposal, or material sites conform with regulations and environmental laws.

Deliverables:

- Complete the Material Information handout, and make it available for the prospective bidders to review.

Task 2.55.35 – Construction Staking Package and Control

Develop the Construction Staking Notes Package (CSNP) required by surveys field crews and ensure that adequate project control exists to complete all required construction staking.

Deliverables:

- Construction Staking Notes
- Construction Staking Electronic Data File
- Project Control viable for construction staking

Task 2.55.40 - Resident Engineer's Pending File

Work involved in preparing the RE Pending File. Includes preparation of an Environmental Commitments Record (or similar document). Also includes preparing and forwarding additional information such as cross sections/as-builts, slope staking notes/grid grades) as requested by construction.

Deliverables:

- RE Pending File

TASK 2.70– CONSTRUCTION SUPPORT

Bid support services includes addressing bidders questions and support services for advertisement, bid opening, and preparation of the final estimate based on the award unit prices. Construction support includes addressing questions and any necessary design/redesign during construction to address field conditions.

Deliverables:

- Final award estimate
- Responses to Bidders questions
- Preparation of addendums
- Addressing Requests for Information
- Change Order Support

TASK 2.95 – AS BUILTS

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltra and the City of Redlands Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (or CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SANBAG, Caltrans and the City of Redlands.

Deliverables:

- As-Builts

Minute Action

AGENDA ITEM: 9

Date: *May 12, 2016*

Subject:

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

Recommendation:

That the following be reviewed and recommended 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. 16-012 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: Circle P Holdings, LLC, a California Limited Liability Company (hereafter “Circle P Holdings property”) (Assessor’s Parcel Numbers [APNs] 1167-141-03 and 1167-141-04; Caltrans Parcel Number [CPN] 23334). The Resolution must be approved by at least a two-thirds majority;

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-015 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: C-Y Development Co., a California Corporation and a C-Y Development Company (hereafter “C-Y Development property”) (APNs 1167-141-10 and 1167-141-11; CPN 23333). The Resolution must be approved by at least a two-thirds majority;

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-019 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: AutoZone Development Corporation (hereafter “AutoZone property”) (APN 1167-231-24; CPN 23343). The Resolution must be approved by at least a two-thirds majority;

E. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-026 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: Terry Don Adcock and Lora E. Adcock (hereafter “the Adcock property”) (APN 1167-141-09; CPN 23336). The Resolution must be approved by at least a two-thirds majority;

Entity: *CTC*

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F. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-027 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: Fahim Tanios and Nayra F. Tanios, husband and wife as joint tenants (hereafter “the Tanios property”) (APN 1167-141-01; CPN 23337). The Resolution must be approved by at least a two-thirds majority;

G. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-031 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: Georgia Capital, LLC (hereafter “the Georgia Capital property”) (APNs 1167-151-01 and 1167-161-01; CPN 23332). The Resolution must be approved by at least a two-thirds majority;

H. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-040 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: City of Riverside, a municipal corporation (hereafter “the first City of Riverside property”) (APN 1167-121-08; CPN 23362). The Resolution must be approved by at least a two-thirds majority;

I. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-045 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: City of Riverside, a municipal corporation (hereafter “the second City of Riverside property”) (APN 1167-151-14; CPN 23765). The Resolution must be approved by at least a two-thirds majority;

J. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-042 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: Janette H. Sosothikul, a widow, as to an undivided ½ interest, and Arthur Adams, Trustee under the Gerard and Maria Adams Revocable Living Trust dated December 4, 2002, as to an undivided ½ interest, each as tenants in common (hereafter “the Adams property”) (APN 1167-121-10; CPN 23364). The Resolution must be approved by at least a two-thirds majority;

K. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-043 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: 2881 Hulen Place, LLC, a California Limited Liability Company, as to an undivided 50% interest and 439 Stoddard Avenue, LLC, a California Limited Liability Company, as to an undivided 50% interest, as tenants in common (hereafter “the Hulen property”) (APN 0275-223-16; CPN 23369). The Resolution must be approved by at least a two-thirds majority; and

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 ten properties needed for construction of the Project but 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: Circle P Holdings, LLC; C-Y Development Company; AutoZone Development Corporation; Terry D. and Lora E. Adcock, Trustees; Fahim and Nayra Tanios; Georgia Capital, LLC; City of Riverside; Janette Sosthikul and Arthur Adams, Trustee; and 2881 Hulen Place LLC and 439 Stoddard Ave. LLC.

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.

In order to adopt the Resolutions of Necessity, the Commission must make the four findings discussed below for each of the parcels. The issue of just compensation 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 Circle P Holdings property (APNs 1167-141-03 and 1167-141-04; CPN 23334). A portion of this property and a temporary construction easement, are needed from this property to accommodate the widening and construction of Commerce Way.
- A partial acquisition and temporary construction easement are needed from the C-Y Development property (APNs 1167-141-10 and 1167-141-11; CPN 23333). The 22060 Commerce Way building located on the partial acquisition will be acquired in full. A portion of this property and a temporary construction easement are needed to accommodate the realignment of the Interstate 215 northbound exit ramp and the construction of a retaining wall.
- A partial acquisition, permanent utility easement, and temporary construction easement are needed from the AutoZone property (APN 1167-231-24; CPN 23343). Five parking spaces in the temporary construction easement area will not be able to be used during the temporary construction easement period. A portion of this property, a temporary construction easement, and a utility easement are needed to accommodate the widening and construction of Barton Road.
- A partial fee acquisition, permanent utility easement, and temporary construction easement are needed from the Adcock property (APN 1167-141-09; CPN 23336). A portion of this property, a temporary construction easement and a utility easement are needed to accommodate the widening and construction on Barton Road.
- A partial acquisition and temporary construction easement are needed from the Tanios property (APN 1167-141-01; CPN 23337). A portion of this property, including a temporary construction easement, is needed to accommodate the widening of Barton Road.
- A partial acquisition and temporary construction easement are needed from the Georgia Capital property (APNs 1167-151-01 and 1167-161-01; CPN 23332). A portion of this property is needed to accommodate the utility relocation of Highland-Riverside Water Company.

- A roadway easement and temporary construction easement are needed from the first City of Riverside property (APN 1167-121-08; CPN 23362). A portion of this property is needed to accommodate the widening and construction of Barton Road.
- A temporary construction easement is needed from the second City of Riverside property (APN 1167-151-14; CPN 23765). A portion of this property is needed to temporarily accommodate the construction of a retaining wall.
- A temporary construction easement is needed from the Adams property (APN 1167-121-10; CPN 23364). A temporary construction easement is needed from this property to accommodate the realignment and construction of La Crosse Avenue.
- A partial acquisition and temporary construction easement are needed from the Hulen property (APN 0275-223-16; CPN 23369). A portion of this property is needed to accommodate the widening of Barton Road.

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 revised offer for the Circle P Holdings property (APNs 1167-141-03 and 1167-141-04; CPN 23334) was presented on February 26, 2016. The original offer was presented on July 27, 2015.
- The revised offer for the C-Y Development property (APNs 1167-141-10 and 1167-141-11; CPN 23333) was presented on February 26, 2016. The original offer was presented on June 24, 2015.
- The revised offer for the AutoZone property (APN 1167-231-24; CPN 23343) was presented on February 26, 2016. The original offer was presented on October 20, 2015.
- The revised offer for the Adcock property (APN 1167-141-09; CPN 23336) was presented on February 26, 2016. The original offer was presented on February 4, 2016.
- The offer for the Tanios property (APN 1167-141-01; CPN 23337) was presented on February 4, 2016.
- The revised offer for the Georgia Capital property (APNs 1167-151-01 and 1167-161-01; CPN 23332) was presented on February 16, 2016. The original offer was presented on April 24, 2015.
- The offer for the first City of Riverside property (APN 1167-121-08; CPN 23362) was presented on August 5, 2015.
- The offer for the second City of Riverside property (APN 1167-151-14; CPN 23765) was presented on October 14, 2015.
- The offer for the Adams property (APN 1167-121-10; CPN 23364) was presented on November 24, 2015.
- The offer for the Hulen property (APN 0275-223-16; CPN 23369) was presented on June 4, 2015.

Upon completion of the Project, the Commission will transfer properties acquired for this Project to Caltrans or to the City of Grand Terrace for those real property interests that will be incorporated into the State Highway System or the City facility, respectively.

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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. This item and the draft resolutions were reviewed by SANBAG General Counsel.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016
Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: May 12, 2016

Subject:

Amendment to Cooperative Agreement C07066 with City of Fontana

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 Amendment No. 1 to Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project.

Background:

On January 10, 2007, the SANBAG Board of Directors approved Project Advancement Agreement C07066 with the City of Fontana (City) for the I-10/Cypress Avenue Overcrossing Project. The maximum amount of public share to be reimbursed to the City was listed at \$10,245,502 based upon the SANBAG 2005 Development Mitigation Nexus Study estimated \$20,000,000 cost of the project and the anticipated receipt of \$4,933,085 in Federal Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) funds.

As the amounts included in the Project Advancement Agreement were only estimates, language was included in Section 1.1 that was to allow a change in the amount to be reimbursed if the amount of federal funds received were less than the anticipated amount of \$4,933,085.

On April 19, 2010, Mr. Kevin Ryan of the City wrote to SANBAG requesting that the amount to be reimbursed for the project be adjusted per Section 1.1 of the Agreement to reflect the actual amount of Federal SAFETEA-LU funds received by the City in the amount of \$3,836,345. The City also provided copies of two Caltrans Supplemental Agreements as required which verified the actual amount received for the Project.

At that time, with staff's knowledge of the intent of the agreement, no amendment was brought forth to change the maximum reimbursement amount. Using the formula as originally intended, the maximum amount of public share to be reimbursed was \$10,991,285.

Upon reviewing the contract and payments in anticipation of the completion of the project advancement program, staff now recommends amending the agreement to eliminate ambiguities in the agreement language. The amendment clarifies its original intent that if the amount of federal funding was reduced, then the public share percentage (68%) is applied to a higher net project cost, and the public share amount payable is increased. All other terms and conditions remain unchanged.

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: May 12, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C07066 Amendment No.: 01 Vendor No.: 00828
Vendor/Customer Name: City of Fontana Sole Source? Yes No
Description: I-10/Cypress Avenue Overcrossing Project
Start Date: 01/10/2007 Expiration Date: 06/30/2018 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. Values include \$10,245,502.00 and \$10,991,285.00.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 06/01/2016
Board of Directors Action: Approve Amendment 1 to C07066

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: 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: Ellen Pollema

Attachment: Contract Summary Sheet [Revision 2] (2651 : Amendment to Cooperative Agreement with City of Fontana)

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C07066
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF FONTANA
FOR
I-10/CYPRESS AVENUE OVERCROSSING PROJECT**

I. PARTIES AND TERM

A. THIS AMENDMENT NO. 1 to 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 FONTANA (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).

II. RECITALS

A. WHEREAS, CITY and AUTHORITY have previously entered into Cooperative Agreement, No. C07066 which delineates roles, responsibilities, and funding commitments relative to the work activities of the PROJECT.

B. WHEREAS, the CITY and AUTHORITY wish to amend Cooperative Agreement, No. C07066 to correct contradictory contract language.

NOW, THEREFORE, the Parties agree to amend Cooperative Agreement No. C07066 between the CITY and AUTHORITY as follows:

1. Delete paragraph 1 of Section I, entitled “SANBAG agrees:” and replace with the following:

“1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the public share of the estimated cost of \$20,000,000 as set forth in the SANBAG 2005 Development Mitigation Nexus Study, said reimbursement shall be calculated as follows:

a. Subtract the amount of Federal SAFETEA-LU funds received for PROJECT from the actual cost or \$20,000,000, whichever is lower, as documented following the procedures outlined in SECTION II below;

- b. Multiply the result by the reimbursement percentage (68%, from the SANBAG 2005 Development Mitigation Nexus Study).

These calculations are based on the principles contained in Chapter 4, Section 4B of the 2005 Congestion Management Program prepared by the San Bernardino County Congestion Management Agency (CMA), adopted by the CMA in November, 2005. The two pertinent principles are:

Federal or state appropriations from transportation sources for specific projects will reduce the project costs, not just reduce the required developer mitigation. The percentage share of the remaining project costs allocated to development and other sources will remain the same.

Funds generated by local jurisdictions from non-transportation source (federal, state or other) will be eligible for credit against local fair-share development contributions. In addition, SANBAG may permit the use of transportation dollars (federal or state appropriations) as a credit against local fair-share development contributions on an exception basis, when the local jurisdiction shows that such transportation dollars are net “new” dollars to the regional transportation system.“

2. Delete paragraph 1 of Section III, entitled “IT IS MUTUALLY AGREED:” and replace with the following:

“SANBAG’s financial responsibility shall not exceed the public share of the PROJECT as calculated in SECTION 1, Paragraph 1”.

3. Except as amended by this Amendment No. 1, all other terms and conditions of Cooperative Agreement No. C07066 shall remain in full force and effect.
4. The recitals are incorporated into the body of this Amendment No. 1.
5. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
6. The Effective Date as defined herein is the date on which AUTHORITY executed this Amendment No. 1.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C07066
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF FONTANA**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF FONTANA

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Acquanetta Warren
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
City Attorney

ATTEST

By: _____
Jeffery Hill
Procurement Manager

By: _____
City Clerk

Attachment: C07066-01 [Revision 1] (2651 : Amendment to Cooperative Agreement with City of Fontana)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Curt Hagman Board of Supervisors	X	X	X	X								
James Ramos Board of Supervisors	X	X	X	X								
Janice Rutherford Board of Supervisors	X	X		X								
Josie Gonzales Board of Supervisors	X	X	X									
Robert Lovingood Board of Supervisors	X											
Rich Kerr City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X	X	X								
Dennis Yates City of Chino	X	X	X	X								
Ed Graham City of Chino Hills	X		X									
Frank Navarro City of Colton	X	X	X	X								
Michael Tahan City of Fontana	X	X	X	X								
Darcy McNaboe City of Grand Terrace	X	X*	X	X								
Eric Schmidt City of Hesperia												
Larry McCallon City of Highland	X			X								

Communication: Attendance (Additional Information)

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

MVSSatt16 Shaded box = No meeting

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

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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