



San Bernardino Associated Governments

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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

August 11, 2016

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

Location

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

Board of Directors

Valley Representatives

Study Session Chair

Frank Navarro, Council Member
City of Colton

Study Session Vice-Chair

Janice Rutherford, Supervisor
Second District

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

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

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Eric Schmidt, Council Member
City of Hesperia

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

Josie Gonzales, Fifth District

Curt Hagman, Fourth District

Ex-Officio Member – John Bulinski, Caltrans District 8 Director
Ray Wolfe, SANBAG Executive Director
Eileen Teichert, SANBAG General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

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9:30 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 Frank Navarro)

- 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.

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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 Ortiz Enterprises, Inc., Sully-Miller Contracting Company, Skanska USA Civil West, Riverside Construction Company, Inc., Flatiron West, Inc. and MCM Construction, Inc.** Pg. 16

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. **Major Projects Status Report through June 2016** Pg. 39

Receive the Major Projects Status Report for the period through June 2016.

Presenter: Garry Cohoe

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

4. **I-215 Bi-County Project - Billboard Relocation Agreement between SANBAG, City of Ontario, and Lamar Advertising Company** Pg. 41

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 (SANBAG), at a regularly scheduled Board meeting:

Authorize the Executive Director or designee to execute the three-party Billboard Relocation Agreement No. 16-1001496 between SANBAG, the City of Ontario (City), and Lamar Advertising Company, subsequent to SANBAG General Counsel approval as to form, which defines roles and responsibilities for relocation of an advertising billboard that was displaced by the Interstate 215 (I-215) Bi-County Project and to be placed within the limits of the City.

Presenter: Garry Cohoe

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

5. San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) - Future Operation and Maintenance Pg. 51

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

A. Authorize release of Request for Proposal (RFP) 16-1001515 to retain a consultant for the preparation of updated Coordination Timing Plans, to provide Semi-Annual Assessments and provide On-call System Support for the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS).

B. Approve the draft templates of Cooperative Agreements between the San Bernardino County Transportation Authority (SANBAG) and local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) establishing responsibilities to maintain, monitor, assess and funding of the San Bernardino Valley Coordinated Traffic Signal System.

C. Authorize the Executive Director or designee to execute the final Cooperative Agreements with local agencies after approval as to form by General Counsel without further approval by the Board, provided the Cooperative Agreements are substantially in the form of the attached draft templates.

Presenter: Garry Cohoe

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel and Procurement Manager have reviewed this item, the draft Cooperative Agreements, and the draft Scope of Work.

Discussion - Regional/Subregional Planning

6. Mobile Source Air Pollution Reduction Review Committee Agreement for Signal Synchronization Funding Pg. 86

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

Approve Contract 17-1001574 with the South Coast Air Quality Management District defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds totaling \$1,000,000 allocated to the San Bernardino County Transportation Commission.

Presenter: Timothy Byrne

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

Discussion - Project Delivery

7. Amendment 4 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering Pg. 102

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

A. Approve Amendment No. 4 to Contract No. C13130 with Simon Wong Engineering, Inc. a Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$158,000.00 for a revised not-to-exceed amount of \$3,083,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$25,000.00 for a revised amount of \$372,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: Mike Barnum

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

8. RFP for On Call Right of Way Advisor Services Pg. 107

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 the release of Request for Proposals (RFP) No. 16-1001545 for On-Call Right-of-Way Advisor Services for various projects of the Measure I Major Projects Program.

Presenter: Paula Beauchamp

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

9. Caltrans Cooperative Agreement and Award for Preliminary Engineering Services for the Interstate 215 (I-215) /University Parkway Interchange Project Pg. 111

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

A. Approve Cooperative Agreement No. 16-1001479 with Caltrans for the Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases of the I-215 University Parkway 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.

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:

B. Approve award of Contract No. 16-1001359 with HDR, Inc. for Environmental and Design services for the I-215 University Parkway Interchange Project in an amount not-to-exceed \$1,500,932.00

C. Authorize the Executive Director or designee to execute Contract No. 16-1001359 subject to federal authorization for use of federal funding and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

D. Approve a 15% contingency amount for Contract No. 16-1001359 of \$225,140.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

E. Approve purchase order to HDR, Inc. for an amount not-to-exceed \$82,500.00 for early design services prior to execution of Contract No. 16-1001359.

F. Authorize the Executive Director or designee to execute Amendment No. 1 to Cooperative Agreement No. 16-1001335 with the City of San Bernardino, subsequent to General Counsel approval as to form, to update the program cost in the funding table and to allow the City to deposit its share directly to SANBAG.

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.

10. State Route 210 Base Line Interchange Project

Pg. 157

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

A. Approve Second Amended and Restated Cooperative Agreement No. C13027 (C13027-04) with the City of Highland for the delivery of the Planning, Environmental, Design and Right of Way phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Right of Way phase roles and responsibilities and increases project funding by \$2,864,000, including an additional \$1,663,984 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$1,200,016 in City of Highland funds, for a new funding total of \$5,838,780.

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

B. Approve Second Amended and Restated Cooperative Agreement No. C13027 (C13027-04) with the City of Highland for the delivery of the Planning, Environmental, Design and Right of Way phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Right of Way phase roles and responsibilities and increases project funding by \$2,864,000, including an additional \$1,663,984 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$1,200,016 in City of Highland funds, for a new funding total of \$5,838,780.

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 agreement.

Discussion - Transportation Programming and Fund Administration

11. SR210/Base Line Avenue Term Loan Agreement with the City of Highland

Pg. 172

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

Approve Contract No. 16-1001555, a term loan agreement in amount not to exceed \$800,010 with the City of Highland for the Right of Way Phase of the State Route 210/Base Line Interchange Project.

Presenter: Ellen Pollema

The 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.

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance

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SANBAG Entities

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Acronym List

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Mission Statement

**The next Board of Directors Metro Valley Study Session will be
September 15, 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: August 11, 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	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 Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs

Entity: CMA, COG, CTA, CTC, SAFE

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			<p>Superior Gunite Truesdell Corporation West Coast Welding, Inc.</p>
2-B	C14164	<p>Sully-Miller Contracting Company Raymond Sanchez</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-C	C11184	<p>Skanska USA Civil West <i>Tim Wilson</i></p>	<p>Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering</p>
2-D	C13108	<p>Skanska USA Civil West <i>Jeffery Langevin</i></p>	<p>Chrisp Company Dywidag Systems International Fence Corporation, Inc. Hayward Baker Integrity Rebar Placers John S. Meek Company, Inc. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction Co. Sierra Landscape Development, Inc.</p>

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2-E	C13121	Riverside Construction Company, Inc. <i>Donald M. Pim</i>	Caliagua Chrisp Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc. Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction
2-F	C14162	Flatiron West, Inc. <i>Christian M. Peich</i>	Advanced Concrete Sawing & Sealing All American Asphalt Coral Construction D.C. Hubbs Construction Elecnor Belco Electric, Co. Griffith Company Integrity Rebar Placers L. Johnson Construction, Inc. Malcolm Drilling Old Castle Precast, Inc. Payco Specialties, Inc. Southwest V-Ditch, Inc.
2-G	15-1001238	MCM Construction, Inc. <i>James A. Carter</i>	Alcorn Fence Company BC Rentals, Inc. Bithell, Inc. Cal Strip, Inc. Griffith Company Hardy & Harper, Inc. Integrity Rebar Placers Marina Landscape, Inc. Schwager Davis, Inc. Smith & Son Surina Construction Company, Inc. VT Electric, Inc.
4	16-1001496	Lamar Advertising Company <i>Brian Smith</i>	None

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7	C13130	Simon Wong Engineering, Inc. a Wholly Owned Subsidiary of Kleinfelder West, Inc. Marc McIntyre	Dynamic Engineering Services, Inc. Leighton Consulting Towill
9	16-1001359	HDR, Inc. <i>Tom Kim</i>	Applied Earthworks Arellano Associates Wagner Engineering & Surveys

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: August 11, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: August 11, 2016

Subject:

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

Recommendation:

Receive and file change order report.

Background:

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

A. Contract Number (CN) C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 49 Supplement 1 (no cost/no credit change to address the deferring of additional working days due to this change order) and CCO No. 66 (\$11,223.28 increase for final compensation to the contractor for resolution of Notice of Potential Claim No. 11).

B. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tippecanoe Avenue Interchange Phase II project: CCO No. 28 Supplement 3 (\$3,516.23 additional funds for the relocation of water meters not shown on the plans), CCO No. 31 Supplement 5 (\$10,504.50 additional funds to address payment to the contractor for item overrun exceeding the Engineers Estimate due to changes in field conditions), CCO No. 43 Supplement 1 (\$7,141.75 additional funds to compensate contractor for an additional inlet for Drainage System No. 6), CCO No. 52 (no cost/no credit change notifying contractor of the City of San Bernardino's conditional acceptance of asphalt paving placed by contractor on Conejo Street), CCO No. 55 (no cost/no credit change to revise the plans to show relocation of irrigation water meter near Laurelwood and Conejo Streets), CCO No. 56 Supplement 1 (\$644.74 additional funds for modifications to the raised curbed island at the Harriman/Tippecanoe intersection), CCO No. 57 (\$12,500.00 increase to compensate contractor for additional signing and traffic markings as requested by the City of Loma Linda and Caltrans), CCO No. 61 (\$131,954.90 decrease to account for an adjustment of final quantities for various bid items at contract price) and CCO No. 64 (\$114,013.38 increase to compensate contractor for placement of additional quantities of Hot Mix Asphalt paving required to provide proper roadway cross falls and grade transitions at the intersection of Tippecanoe and Redlands Boulevard).

C. CN C11184 with Skanska USA Civil West for the Hunts Lane Grade Separation project: CCO No. 76 Supplement 1 (\$134,750.17 additional funds to compensate contractor and provide

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

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for final settlements of contractor claims for overhead expenses, Resident Engineer Field office and Storm Water maintenance due to project delays; provides for additional 73 compensable working days and 6 non-compensable working days).

D. CN C13108 with Skanska USA Civil West for the Palm Avenue Grade Separation project: CCO No. 41 (\$22,685.00 increase to compensate contractor for modifications to retention basin to eliminate side slope erosion).

E. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 49 (\$7,254.24 increase to address payment to the contractor for item overrun exceeding the Engineers Estimate due to changes in field conditions), CCO No. 62 (no cost/no credit change to address a time extension of 122 working days as deferred on various CCO's (7 and 7 Supplement 1, 18, 19 Supplement 1, 26, 37 and 45; and 45 Supplement 1)) and CCO No. 66 (\$9,423.72 increase for additional drainage features to eliminate potential ponding along concrete barrier during heavy rain events).

F. CN C14162 with Flatiron West, Inc. for construction of the I-15 Base Line Road Interchange project: CCO No. 47 (no cost/no credit to compensate contractor with 9 non-compensable non-working days due to delays beyond the control of both the contractor and SANBAG).

G. CN 15-1001238 with MCM Construction, Inc. for construction of the I-10 Pepper Avenue Bridge Replacement project: CCO No. 1 (no cost/no credit to address minor revisions to the funding sign as shown on the plans), CCO No. 3 (\$2,033.96 increase to compensate contractor for revisions to one traffic signal pole to increase the length of the mast arm), CCO No. 9 (no cost/no credit change to amend Section of the contract specifications to address white traffic stripe removal) and CCO No. 11 (\$7,500.00 increase to compensate contractor for additional signing and striping to better manage traffic during Stage 1 construction activities).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's 0826, 0842, 0870, 0874, 0884, 0892 and 0896.

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: August 11, 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 (2962 : Construction Contract Change Orders MVSS1608)

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040	DS-1 Modifications	\$ 14,000.00
041	Tree Removal and Water Line	\$ 8,500.00
042	Relocation of Gas and Water Services	\$ 12,200.00
043	ADA Requirements on Bridge	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on #4 Lanes	\$ 86,614.00
045	Additional Concrete Swale Along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$ 27,000.00
048	Curb and Sidewalk at SW Corner Valley/Citrus	\$ 5,200.00
050	Mulberry Channel Access Ramp	\$ 45,778.00
051	Street Light Pole Bases	\$ 8,159.00
052	Revise Curb Ramps, Sidewalks & Ped Buttons for ADA	\$ 15,000.00
054	I-10 Median Paving	\$ 44,500.00
056	Misc. Work Not Covered by Contract Items	\$ 40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	Traffic Signal Equipment at Slover and Valley	\$ 59,787.00
060	Caltrans Safety Comments EB on Ramp	\$ 35,000.00
061	Remove Pedestrian Crossing Features	\$ 35,000.00
065	Apprentice Training	\$ 3,600.00
065 S-1	Additional Funds	\$ 1,400.00
066	Hot Mixed Asphalt Price Adjustment	\$ 35,141.65
067	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 147,391.52
068	Final Adjustment of Various Bid Items at Contract Unit Price	\$ 104,127.07
069	Final Claims Adjustment and Extending Plant Establishment Period	\$ 8,000.00
070	Returning Unused Funds to Contingency	\$ (196,787.88)
CCO TOTAL		\$ 963,563.23
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

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9 S-1	Graffiti Removal – Supplement 1	\$ 25,000.00
10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System – Supplement 1	\$ 20,000.00
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

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49	Replace Spalled Slabs in Lieu of Patching	\$ 233,882.72
49 S-1	Zero Additional Deferred Working Days	\$ 0.00
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
65	Resolution of NOPC No. 015-05-5-15 (ADA Improvements)	\$ 25,387.40
66	Resolve NOPC No. 11	\$ 11,223.28
67	Bid Item Price Adjustment	\$ 142,075.55
68	Bid Item Adjustments	\$ 18,700.01
CCO TOTAL		\$ 1,917,790.07
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 5,282,319.79

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

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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
28 S-2	Additional Funds	\$ 46,000.00
28 S-3	Additional Funds	\$ 3,516.23
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
31 S-4	Additional Funds	\$ 125,072.29
31 S-5	Additional Funds	\$ 10,504.50
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
43 S-1	Additional Funds	\$ 7,141.75
45	Luminaire Arm Changes SCE	\$ 2,400.00
47	Additional Water Meter Fees	\$ 8,355.60
49	Striping Modifications along Anderson	\$ 0.00
50	Handrail at Redlands and Anderson behind Curb Ramp	\$ 15,000.00
52	AC Paving Accepted by City of San Bernardino	\$ 0.00
55	Relocation of Irrigation Water Meter	\$ 0.00
56	Modify Curbed Island at Harriman and Tippecanoe	\$ 4,000.00
56 S-1	Additional Funds	\$ 644.74
57	Additional Signing and Traffic Markings	\$ 21,500.00
61	Final Bid Item Quantities at Contract Price	\$ (131,954.90)

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64	Additional HMA Paving Quantities at Redlands Blvd	\$ 114,013.38
	CCO TOTAL	\$ 1,032,594.51
	TOTAL CONTINGENCY AND SUPPLEMENTAL	\$ 1,583,771.87

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

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36	Crude Oil Price Index Fluctuation	\$ 40,000.00
37	AT&T Relocations Additional Work	\$ 7,000.00
38	Striping and Bumpers in TCI Back lot	\$ 7,470.00
39	Additional Remotes for TCI Automatic Gate	\$ 3,937.64
40	Mobilization Costs due to Relocation Delays of waterline and AT&T	\$ 28,000.00
41	Revisions to Specs for Double Swing Gate	\$ 0.00
42	Temporary AC and Re-mob for Miller's Honey Paving	\$ 8,090.00
43	SWRCB Annual Permit	\$ 1,483.90
44	Retaining Curb on TCI Property	\$ 5,000.00
45	Cost to meet Right of Way Obligations	\$ 20,000.00
45 S-1	Additional Funds	\$ 30,000.00
46	BNSF Signal Bridge	\$ 14,000.00
47	Bridge Access Casings	\$ 30,350.00
48	Additional Earthwork Mobilization for BNSF Work	\$ 25,000.00
49	Bid Item Increase	\$ 7,254.24
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
62	Time Extension of 122 Working Days	\$ 0.00
66	Additional Drainage along Concrete Barrier	\$ 9,423.72
CCO TOTAL		\$ 1,408,629.71
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

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I-215 Segment 1 & 2 Project – Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$ 100,000.00
001 – S1	Traffic Control – Additional Funds	\$ 100,000.00
001 – S2	Traffic Control – Additional Funds	\$ 150,000.00
001 – S3	Traffic Control – Additional Funds	\$ 100,000.00
001 – S4	Traffic Control – Additional Funds	\$ 125,000.00
001 – S5	Traffic Control – Additional Funds	\$ 250,000.00
001 – S6	Traffic Control – Additional Funds	\$ 205,000.00
001 – S7	Traffic Control – Additional Funds	\$ 7,610.13
001 – S8	Traffic Control – Additional Funds	\$ 15,313.38
001 – S9	Traffic Control – Additional Funds	\$ 3,750.07
002	Establish a Dispute Review Board	\$ 35,000.00
002 – S1	Establish a Dispute Review Board – Additional Funds	\$ 913.78
002 – S2	Establish a Dispute Review Board – Additional Funds	\$ 187.50
003	Establish a Partnering Training Workshop	\$ 50,000.00
004	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation	\$ 230,000.00
004 – S1	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 100,000.00
004 – S2	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 300,000.00
004 – S3	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 210,000.00
004 – S4	Hot Mix Asphalt Price Fluctuation Adjustment of Compensation – Additional Funds	\$ 50,000.00
005	Maintain Existing Electrical	\$ 50,000.00
005 – S1	Maintain Existing Electrical – Additional Funds	\$ 50,000.00
005 – S2	Maintain Existing Electrical – Additional Funds	\$ 75,000.00
005 – S3	Maintain Existing Electrical – Additional Funds	\$ 24,000.00
005 – S4	Maintain Existing Electrical – Additional Funds	\$ 95,000.00
005 – S5	Maintain Existing Electrical – Additional Funds	\$ 145,000.00
005 – S6	Maintain Existing Electrical – Time Deferment, 4 Days	\$ 0.00
006	Sound Wall Block Detail Revision	\$ 0.00
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

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011 – S4	Buried Man-Made Object – Additional Funds	\$ 49,000.00
011 – S5	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S6	Buried Man-Made Object – Additional Funds	\$ 95,000.00
011 – S7	Buried Man-Made Object – Time Deferment	\$ 0.00
011 – S8	Buried Man-Made Object – Additional Funds	\$ 2,594.59
012	Provide Access Control Fence	\$ 50,000.00
014	Optional Steel Pipe Pile Specification	\$ 0.00
015	Modify 13 th Street Off-Ramp	\$ 83,325.00
016	Change to Precast Girders at Redlands Loop	\$ 0.00
017	Temporary Fiber Optic	\$ 12,605.00
018	Repair Roadway	\$ 25,000.00
018 – S1	Repair Roadway – Additional Funds	\$ 25,000.00
018 – S2	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S3	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S4	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S5	Repair Roadway – Additional Funds	\$ 125,000.00
018 – S6	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S7	Repair Roadway – Additional Funds	\$ 59,608.04
018 – S8	Repair Roadway – Additional Funds	\$ 17,459.60
018 – S9	Repair Roadway – Additional Funds	\$ 0.00
018 – S10	Repair Roadway – Additional Funds	\$ 190.22
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$ 0.00
020	Realign DS #6	\$ 2,398.00
021	Shear Ring Alternate Welding Method	\$ 0.00
022	Temporary Chain Link Fence at Verizon Yard	\$ 9,500.00
023	Revise DS #20	\$ 9,239.00
024	Change Traffic Opening at 9 th Street	\$ 0.00
025	Revise RW 106W and DS #8, 13 and 100	\$ 15,390.02
026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00
029 – S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$ 0.00
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

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036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 – S1	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 50,000.00
042 – S2	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 27,000.00
042 – S3	Southbound I-215 Detour North of 16 th Street – Time Deferment	\$ 0.00
043	Revise Retaining Wall 242B, Add 242C	\$ 112,324.75
044	Third Street Train Mural	\$ 4,925.49
045	Right-of-Way Delay for DS #100 at 3 rd Street Power Pole	\$ 4,182.99
047	Baseline Abutment 1 Right-of-Way Delays Due to BNSF Cables	\$ 55,000.00
047 – S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00
049	Frame Roadside Signs	\$ 3,066.90
049 – S1	Additional Framed Signs	\$ 1,482.69
050	Change the Sta. for Abutment 1 and 7 16 th Street	\$ 0.00
051	TCE at ARCO Station at Baseline and H Street	\$ 0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$ 0.00
053	Service Conduits for SCE Service Connections	\$ 23,218.32
054	Revise Vertical Drop Connection	\$ 0.00
055	Clean Out Storm Drain at 9 th Street	\$ 4,200.00
056	Revise DS #4, 6 and 84	\$ 5,841.20
057	Graffiti Removal	\$ 20,000.00
057 – S1	Graffiti Removal – Additional Funds	\$ 50,000.00
057 – S2	Graffiti Removal – Additional Funds	\$ 25,000.00
057 – S3	Graffiti Removal – Additional Funds	\$ 75,000.00
058	Salvage Vehicle Detection System	\$ 15,000.00
059	Reduce ADL Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00
062	New SWPPP Permit Requirements	\$ 160,665.00
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

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067	5 th Street Southbound Off-Ramp Acceleration	\$ 50,000.00
068	Modify Drainage Systems	\$ 100,000.00
068 – S1	Modify Drainage Systems – Additional Funds	\$ 90,000.00
068 – S2	Modify Drainage Systems – Additional Funds	\$ 85,000.00
068 – S3	Modify Drainage Systems – Additional Funds	\$ 250,000.00
064 – S4	Modify Drainage Systems – Additional Funds	\$ 120,000.00
068 – S5	Modify Drainage Systems – Additional Funds	\$ 60,000.00
068 – S6	Modify Drainage Systems – Additional Funds	\$ 75,000.00
068 – S7	Modify Drainage Systems – Time Deferment	\$ 0.00
069	Stage Construction 4 th Through 6 th	\$ 95,000.00
069 – S1	Stage Construction 4 th Through 6 th – Additional Funds	\$ 50,000.00
069 – S2	Stage Construction 4 th Through 6 th – Additional Funds	\$ 40,625.22
069 – S3	Stage Construction 4 th Through 6 th – Time Deferment	\$ 0.00
070	Temporary Paving Under 259	\$ 145,927.00
070 – S1	Additional Funds	\$ 53,858.01
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00
072	Move Gore North for 215/259	\$ 40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$ 0.00
074	Move SCE Connection at 5 th Street	\$ 30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$ 11,530.90
076	Delete Shiner on Retaining Walls, Segment 1	\$ 0.00
077	Modify Drainage Systems G1 to G2 Types	\$ 38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$ 18,890.32
079	Revised Staging Northbound 2 nd Street Off-Ramp – 2 nd Lane Addition	\$ 25,000.00
079 – S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street Bridge	\$ 2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$ 39,480.00
083	Revised SCE Connection Points	\$ 5,358.47
083 – S1	Revised SCE Connection Points – Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00
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

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095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 2	\$ 14,732.00
098	Eliminate BI #184 Prepare and Paint Concrete Median Barrier Surfaces	\$ (65,590.00)
099	DS #100 Verizon Utility Conflict	\$ 24,000.00
099 – S1	DS #100 Verizon Utility Conflict – Additional Funds	\$ 86,394.57
100	Expansion Deflection Couplers at Baseline	\$ 2,415.35
101	Remove PCCP at South End of Project	\$ 85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	\$ (262,800.00)
103	Traffic Signal Modification at 5 th Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 – S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19
107	Sound Wall No. 1 Extension	\$ 144,330.00
107 – S1	Settlement of NOPC NO. 18 – Addition of Sound Wall No. 122	\$ 50,000.00
108	Underdrain at Wall 116W	\$ 40,540.00
109	Move SE-22 Crossing North for 5 th Street Southbound Off-Ramp	\$ 9,438.14
109 – S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$ 15,346.41
110	Column Casing Specification Changes	\$ 0.00
111	Contour Grading at 5 th Street and BNSF Rail Road	\$ 30,000.00
111 – S1	Contour Grading at 5 th Street and BNSF Rail Road – Additional Funds	\$ 20,000.00
111 – S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way	\$ 40,000.00
111 – S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way – Time Deferment	\$ 0.00
112	Install Type ‘D’ Bike Loops	\$ 16,925.08
113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 – S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound Baseline On and Off-Ramp Isolation Casing Revisions	\$ 18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$ 0.00
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

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121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 – S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$ 40,000.00
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
129 – S2	Polyester Concrete Overlay at Rialto Avenue Bridge – Time Deferment	\$ 0.00
130	Slope Paving at 16 th Street	\$ 17,118.80
130 – S1	Settlement of NOPC No. 29 – Barrier at Trenton	\$ 9,000.00
131	Settlement of NOPC No. 7 – Settlement Embankment	PENDING
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$ 24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$ 125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$ 106,387.57
134 – S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$ 18,968.36
135	City Work at Baseline Street	\$ 25,000.00
136	Adjustment of Temporary Construction Entrances	\$ 106,000.00
136 – S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 77,000.00
136 – S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 42,000.00
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)

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150	Roadside Signs	\$ 74,290.00
150 – S1	Roadside Signs – Time Deferred	\$ 0.00
151	Temporary Sign Panel Overlay NB BMS 9 th and Baseline	\$ 13,200.00
152	Removal of Asbestos Pipe – Baseline Street to SB215 On-Ramp	\$ 15,000.00
153	Revisions to Bridge Mounted Signs at 9 th and Baseline Street	\$ 228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$ 24,330.00
154 – S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$ 5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	\$ 172,473.82
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$ 9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$ 21,066.00
157 – S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 and 5	\$ 30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$ 99,000.00
158 – S1	“5SE” Gore Modification	\$ 20,000.00
158 – S2	“5SE” Gore Modification – Additional Funds	\$ 30,000.00
158 – S3	“5SE” Gore Modification – Time Deferment	\$ 0.00
158 – S4	“5SE” Gore Modification – Additional Funds	\$ 9,629.13
158 – S5	“5SE” Gore Modification – Additional Funds	\$ 4,599.32
159	Modify DS #8(qq) Inlet	\$ 5,461.40
160	Modify Barrier at Retaining Wall 108E	\$ 20,000.00
161	Irrigation Crossover at Northbound Highland Avenue Off-Ramp	\$ 24,000.00
161 – S1	Irrigation Crossover at Northbound Highland Avenue Off-Ramp – Additional Funds	\$ 174.27
162	Eliminate Jacking for 2 nd Street UC and 3 rd Street UC for Stage 3B	\$ (10,000.00)
163	City Water Meter Change and Adjustment of Compensation	\$ (145,985.05)
163 – S1	Cost Adjustment to 40mm Water Meters	\$ 7,890.00
163 – S2	Delete Two Water Meters and BPA	\$ (23,072.29)
164	Modify DS #71(a)	\$ 2,775.15
165	Modify DS #103	\$ 13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$ 63,000.00
167	Settlement of NOPC NO. 21 – Pinning of K-Rails	\$ 30,000.00
168	Inefficiencies Due to OH Power Lines at Southbound Baseline On-Ramp	\$ 10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	\$ (12,000.00)
170	Export Soil with Rubble to 13 th Street and H Street Site	\$ 45,000.00
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

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177 – S1	Paint Sound Wall Cover Plates After Galvanizing – Time Deferment	\$ 0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$ 35,660.00
178 – S1	Railing at ‘P’ Line and ‘R’ Line – Additional Funds	\$ 3,483.84
178 – S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$ 0.00
179	Strengthen Concrete Barrier Rail on ‘3NO’ Line	\$ 18,698.00
179 – S1	Strengthen Concrete Barrier Rail on ‘3NO’ Line – Time Deferment	\$ 0.00
180	Drainage Improvements at 3 rd Street and ‘3SE’ Line	\$ 15,000.00
180 – S1	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Additional Funds	\$ 10,000.00
180 – S2	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 – S1	New Sign Panels on Existing Sign Structures at 5 th Street OC – Time Deferment	\$ 0.00
182	Additional 60E Median Concrete Barrier	\$ 11,808.00
182 – S1	Additional 60E Median Concrete Barrier – Time Deferment	\$ 0.00
183	Location Change for Sign ‘H’ Segment 1	\$ 0.00
184	Sound Wall 134 Alignment Change	\$ (16,635.60)
185	Settlement of NOPC No. 12 – Track Monitoring at RW137	\$ 91,041.00
186	Payment for Barrier Mounted Signs	\$ 149,903.59
186 – S1	Payment for Barrier Mounted Signs – Time Deferment	\$ 0.00
187	Adjust Overhead Sign ‘Q’ at Baseline	\$ 45,000.00
187 – S1	Adjust Overhead Sign ‘Q’ at Baseline – Time Deferment	\$ 0.00
188	Block Out Around MBGR Posts Per New Standard	\$ 30,000.00
188 – S1	Block Out Around MBGR Posts Per New Standard – Additional Funds	\$ 70,000.00
188 – S2	Block Out Around MBGR Posts Per New Standard – Time Deferment	\$ 0.00
189	SR259 Median Removal and Tie-In	\$ 45,000.00
189 – S1	SR259 Median Removal and Tie-In – Additional Funds	\$ 14,333.28
189 – S2	SR259 Median Removal and Tie-In – Time Deferment	\$ 0.00
189 – S3	SR259 Median Removal and Tie-In – Additional Funds	\$ 10,293.26
190	Decrease Bid Item No. 110 – Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 – S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71
192 – S1	Additional Drainage Swale Along BNSF Right-of-Way – Time Deferment	\$ 0.00
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)

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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

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

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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
39	Traffic Handling Plan Modifications	\$ (10,241.00)
42	Concrete Paving “Just In Time Training”	\$ 750.00
43	Changes to Traffic Control System and Paving Material	\$ 65,584.00
44	Revisions to Traffic Handling Plans for RW 382L	\$ 5,740.03
47	9 Non-Compensable Non-Working Days	\$ 0.00
CCO TOTAL		\$ 646,205.99
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,235,012.00

I-10 Pepper Avenue Bridge Replacement – Executed Change Orders		
Number	Description	Amount
1	Funding Sign Revisions	\$ 0.00
3	Signal Pole Mast Arm	\$ 2,033.96
4	Maintain Roadway and Traffic Control	\$ 25,000.00
5	Federal Training Apprentice Program	\$ 8,000.00
8	Establish Dispute Resolution Advisor	\$ 5,000.00
9	White Traffic Stripe Specification	\$ 0.00
11	Additional Stage 1 Signing and Striping	\$ 7,500.00
CCO TOTAL		\$ 47,533.96
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 952,681.00

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

Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work Due to Utility Delays	\$ 0.00
2	Additional Hoop Rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
3 S-1	Additional Funds	\$ 11,406.00
3 S-2	Returning Unused Funds to Contingency	\$ (32,239.10)
3 S-3	Returning Unused Funds to Contingency	\$ (5,222.25)
4	Additional Traffic Control	\$ 25,000.00
4 S-1	Returning Unused Funds to Contingency	\$ (5,651.49)
5	Modify Contract Language to Remove Barstow	\$ 0.00
6	Modification to City Water Line	\$ (8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
6 S-2	Additional Funds	\$ 14,922.00
6 S-3	Deletion of Butterfly Valve and Hydrant	\$ (635.26)
6 S-4	Returning Unused Funds to Contingency	\$ (5,827.33)
7	Temporary Drainage System	\$ 10,000.00
7 S-1	Returning Unused Funds to Contingency	\$ (4,588.04)
8	Revisions to Denny’s, Cross Slope and Detour	\$ 71,027.00
8 S-1	Additional Funds	\$ 3,500.00
8 S-2	Returning Unused Funds to Contingency	\$ (635.48)
9	Relocate Existing Pole Gate	\$ 4,242.00
10	Various Electrical Changes	\$ 39,600.00
10 S-1	Additional Funds	\$ 10,505.00
10 S-2	Determination of Zero Days to Schedule	\$ 0.00
11	Wrought Iron Fence Substitution	\$ (5,000.00)
12	Water Meter Installation	\$ 24,514.00
12 S-1	Additional Funds	\$ 2,000.00
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

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Attachment: CCO Log (2962 : Construction Contract Change Orders MVSS1608)

23 S-1	Additional Funds	\$ 71,141.00
23 S-2	Additional Funds	\$ 25,000.00
23 S-3	Returning Unused Funds to Contingency	\$ (3,040.96)
23 S-4	Deferred Time – Zero Working Days Added	\$ 0.00
24	Temporary Electrical	\$ 3,380.00
25	Modifications to Denny’s Temporary Driveway	\$ 30,000.00
25 S-1	Additional Funds	\$ 1,620.00
25 S-2	Additional Funds	\$ 32,732.00
25 S-3	Returning Unused Funds to Contingency	\$ (15,570.86)
26	BNSF Roadway Removals	\$ 40,263.00
26 S-1	Additional Funds	\$ 10,000.00
26 S-2	Returning Unused Funds to Contingency	\$ (6,026.32)
27	Traffic Signal Loops	\$ 3,025.00
27 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
29	DG Walk, Swale and AC Dike changes near UPRR	\$ 3,530.00
29 S-1	Returning Unused Funds to Contingency	\$ (789.34)
30	Pavement Delineation on Industrial Parkway	\$ 4,540.00
30 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
31	Apprentice Training	\$ 4,800.00
31 S-1	Returning Unused Funds to Contingency	\$ (3,037.60)
32	Roadside Signs on Street Light Poles	\$ (230.00)
33	Modify Pole Gate	\$ 527.00
33 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
34	Additional Shoulder Stripe	\$ 2,431.00
34 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
35	Walters Driveway Wheelchair Ramps	\$ 10,000.00
35 S-1	Deferred Time – 27 Working Days Added	\$ 0.00
36	Bid Item No. 11 Price Adjustment	\$ 1,410.25
36 S-1	Deferred Time – Zero Working Days Added	\$ 0.00
37	Bid Item Cost Adjustment for Final Payment	\$ (14,756.16)
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
41	Retention Basin Modifications	\$ 22,685.00
CCO TOTAL		\$ 541,584.27
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

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

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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
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

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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
76 S-1	Final Settlement of Claims and Additional Working Days	\$ 134,750.17
77	Settlement of NOPC No. 4	\$ 0.00
78	Settlement of Deferred Time – 79 Additional Working Days	\$ 0.00
79	Settlement of NOPC No. 11	\$ 9,474.52
80	Settlement of Exception to PFE (Service Splices)	\$ 6,725.00
81	Settlement of Exception to PFE (Additional Irrigation)	\$ 5,078.00
82	Re-grading Trench for 16" Water Line	\$ 6,104.48
83	Cement Slurry Red Dye	\$ 2,095.16
84	Additional Electrical Work	\$ 2,191.77
85	Fire Hydrant Relocation & Additional Sewer Manhole	\$ 25,000.00
86	Damage Repairs from Traveling Public	\$ 7,888.13
87	West Colony Community HOA Settlement	\$ 4,400.00
CCO TOTAL		\$ 1,181,312.28
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

Attachment: CCO Log (2962 : Construction Contract Change Orders MVSS1608)

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Minute Action

AGENDA ITEM: 3

Date: August 11, 2016

Subject:

Major Projects Status Report through June 2016

Recommendation:

Receive the Major Projects Status Report for the period through June 2016.

Background:

The Major Projects Status Report for the period through June 2016 is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Major Projects Group. SANBAG staff would like to highlight the following projects for this period:

1. Interstate 15/Interstate 215 Devore Interchange Reconstruction Project: This \$325 million design-build project is substantially complete and opened for traffic. A ribbon cutting ceremony was held on May 20th marking a successful completion to a major reconfiguration and widening through this important freeway to freeway interchange. Project improvements also included reconfiguration of adjacent interchanges, added truck by-pass lanes, and the reconnection of Cajon Boulevard through the interchange. Final close-out activities are ongoing.
2. Laurel Street Grade Separation Project: Substantial completion was achieved in June with the project open to traffic. This \$64 million project takes Laurel Street traffic under six BNSF Railroad tracks in the City of Colton. The project utilized large retaining walls, pump station, and a bridge for the BNSF tracks and 8th Street access. A ribbon cutting ceremony was held on June 10th.
3. Interstate 10/Tippecanoe Avenue Interchange-Phase 2: This \$54 million project includes widening Tippecanoe Avenue in San Bernardino and Anderson Street in Loma Linda through the interchange, construction of a new westbound on ramp, and elimination of a signalized intersection just north of Interstate 10 on Tippecanoe which all improve traffic flow through this busy area supporting local businesses, the San Bernardino International Airport, and the Loma Linda University and Medical Center. A dedication ceremony was held on May 18th.

Financial Impact:

No financial impact, information only.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Entity: CTA

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Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016
Witnessed By:

Minute Action

AGENDA ITEM: 4

Date: August 11, 2016

Subject:

I-215 Bi-County Project - Billboard Relocation Agreement between SANBAG, City of Ontario, and Lamar Advertising Company

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 (SANBAG), at a regularly scheduled Board meeting:

Authorize the Executive Director or designee to execute the three-party Billboard Relocation Agreement No. 16-1001496 between SANBAG, the City of Ontario (City), and Lamar Advertising Company, subsequent to SANBAG General Counsel approval as to form, which defines roles and responsibilities for relocation of an advertising billboard that was displaced by the Interstate 215 (I-215) Bi-County Project and to be placed within the limits of the City.

Background:

In March 2012, two static advertising billboard signs that were owned by Lamar Advertising Company (Lamar) and located within the median of Interstate 215 (I-215) just south of Interstate 10 were removed to accommodate construction activities for widening of the Colton/Loma Linda Bridge as part of the I-215 Bi-County Project. The intent when the signs were removed was to replace the signs in the same location once construction was complete. In order to replace the signs that were removed, Lamar would be required to resubmit an application to the Caltrans Outdoor Advertising Division (Outdoor Advertising) since the relocated signs would be considered to be new signs per Caltrans policy. Discretionary approval is required from Outdoor Advertising for both signs to be relocated back into their original location because the widened bridge and the billboards would now be closer to each other.

In early 2015, approximately six weeks before construction activity was anticipated to be complete around the Colton/Loma Linda Bridge, Lamar submitted an application to Caltrans Outdoor Advertising Division to replace the billboards but was denied. Caltrans had concerns with the proximity of the edge of the signs in relation to the freeway.

The original estimated amount for the removal and relocation of both billboards was \$2 million. This estimate consisted of costs to replace each billboard, relocation costs, and loss of revenue while the billboards were out of service until the end of construction. If the billboards cannot be relocated, final settlements could reach up to \$7 million based on Lamar's independent estimate of the value of both billboards. The median of I-215 provided the best visibility for travelers and was most desired by businesses for advertisement. Typically, a premium was paid on the use of these billboards. Since Lamar's application was denied in 2015, Staff has been working with Caltrans and Lamar to relocate the two billboards. The relocation for one of the billboards is

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

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anticipated in the City of San Bernardino later this year. Based on current estimates, if both billboards can be relocated by the end of 2016, ultimate costs can remain within the original estimated amount of \$2 million.

The other billboard is being proposed to be relocated along Interstate 10 within the City of Ontario. The City of Ontario Development Code allows relocation of billboard signs within City limits provided that the relocation has a public interest and is sponsored by a public agency through an interagency agreement. To comply with the City requirements, SANBAG will be a party to the billboard relocation agreement as a sponsoring agency. This agreement will not have a direct financial impact to SANBAG; however, it will help mitigate risks for higher costs if no relocation site can be found. Staff is recommending that the Board approve Billboard Relocation Agreement No. 16-1001496 with the City of Ontario and Lamar to complete the relocation of a billboard that was displaced with the I-215 Bi-County Project and reduce the risk for a significantly higher final settlement cost.

The City of Ontario and Lamar are in the process of finalizing the exact location for the billboard. Staff is recommending that the Board authorize the SANBAG Executive Director to execute the agreement once a location has been finalized and SANBAG General Counsel has approved the agreement as to form.

Financial Impact:

This item is consistent with the 2016/2017 Fiscal Year Budget.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001496 Amendment No.: 0 Vendor No.: 01570
Vendor/Customer Name: City of Ontario and Lamar Advertising Sole Source? [x] Yes [] No
Description: Billboard Relocation Agreement
Start Date: 09/07/2016 Expiration Date: 09/07/2019 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: 09/07/2016
Board of Directors Action: Authorize ED to Approve Billboard Relocation Agreement 16-1001496

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Paul Melocoton; No DCSS - neither payable nor receivable - no cost component

Attachment: CSS 16-1001496 (2700 : I-215 Bi-County agreement with City of Ontario and Lamar for billboard relocation)

**[DRAFT] BILLBOARD REMOVAL AND RELOCATION AGREEMENT AMONG THE
CITY OF ONTARIO, SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY, AND LAMAR ADVERTISING COMPANY**

1. PARTIES.

This Billboard Relocation Agreement (“Agreement”) is made this ___ day of 2016, among the City of Ontario (“Ontario”), San Bernardino County Transportation Authority (“SANBAG”), and Lamar Advertising Company (“Lamar”). Ontario, SANBAG, and Lamar are referred to collectively as “Parties.”

2. RECITALS.

2.1 WHEREAS, Ontario has, consistent with the California Outdoor Advertising Act (California Business & Professions Code, § 5200 et seq.), adopted certain regulations concerning outdoor advertising displays (“Billboards”) as part of the Ontario Development Code (“ODC”), including a prohibition on new Billboards (ODC, § 8.01.015), provisions governing the relocation of Billboards (ODC, § 44.02.010), and a specific provision relating to inter-agency relocation agreements (ODC, § 4.02.010(F)(2)(f)); and

2.2 WHEREAS, the California Outdoor Advertising Act generally provides that compensation must be paid to Billboard owners for the removal, abatement or limitation of the customary maintenance, use or repair of certain lawfully erected Billboards; and

2.3 WHEREAS, the California Outdoor Advertising Act also contains language providing that “it is the policy of the State of California to encourage local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance or private investment and a medium of public communication.” As a result, “. . . local entities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city . . . and adopt ordinances and resolutions providing for relocation of displays”; and

2.4 WHEREAS, Lamar maintains five Billboards within Ontario which it is willing and able to remove (“Preexisting Billboards”); and

2.5 WHEREAS, Lamar maintains a Billboard within the City of Colton that meets the candidacy requirements for relocation to Ontario under Section 4.02.010(F)(2)(f) of the ODC because it is proposed to be removed as a result of work being performed by SANBAG on the I-215 freeway (“Colton Billboard”); and

2.6 WHEREAS, Ontario is willing to accommodate the relocation of the Colton Billboard to Ontario in exchange for the removal of the Preexisting Billboards in accordance with Section 4.02.010(F)(2)(f) of the ODC.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

3. EFFECTIVE DATE AND TERM.

3.1 This Agreement shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

3.2 This Agreement shall be effective until all obligations hereunder are complete.

4. TERMS.

4.1 Incorporation of Recitals and Exhibits. All recitals and the exhibits attached hereto are referred to in this Agreement are incorporated as though fully set forth in this Agreement.

4.2 Removal of Preexisting Billboards. Prior to the issuance of any permits for the relocation of the Colton Billboard to Ontario described in Section 4.3, Lamar shall secure the legal right to remove, at its sole cost and expense, the following billboards, herein defined as Preexisting Billboards, and their associated support structures and components:

- A. Billboard No. [1]. Interstate 10 / Interstate 215 Interchange (“Colton Billboard”).
- B. Billboard No. [2]. Location in Ontario TBD
- C. Billboard No. [3]. Location in Ontario TBD
- D. Billboard No. [4]. Location in Ontario TBD
- E. Billboard No. [5]. Location in Ontario TBD
- F. Billboard No. [6]. Location in Ontario TBD

Lamar shall remove the Preexisting Billboards and their associated support structures and components within 90 days following the issuance of the final permit required for the relocation of the Colton Billboard described in Section 4.3.

4.3 Relocation of Colton Billboard. In consideration for Lamar’s actions as described in Section 4.2 above, Lamar shall be permitted to relocate the Colton Billboard to the area shown on the site plan (“Relocation Site”) attached hereto as Exhibit “A” to this Agreement. The Colton Billboard shall be relocated in compliance with the plans and specifications attached hereto as Exhibit “B” to this Agreement. Lamar agrees and understands that the relocation of the Colton Billboard may be subject to certain discretionary and environmental approvals issued by Ontario. Nothing contained herein shall be interpreted to require Ontario to approve the Colton Billboard. Ontario’s obligations with respect to this section shall be to review and consider approval, in good faith and as expeditiously as possible, the relocation of the Colton Billboard. The failure of Ontario to approve the relocation of the Colton Billboard shall not subject Ontario to the payment of compensation or monetary payment for the removal of any Billboard. Lamar understands and agrees that it is not entitled to nor shall it seek compensation or monetary payment of any type or relocation benefits, as may be provided by state or federal law for the removal of any Preexisting Billboard, from either Ontario or SANBAG. Lamar assumes all risks in removing any Preexisting Billboard described in this Agreement prior to the receipt of any discretionary approval required for the relocation of the Colton Billboard.

4.4 Advertising Limitation. Lamar voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the relocated Colton Billboard shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless bars, nightclubs, establishments that feature nude dancing, mud wrestling, any adult business featuring retail sales of adult novelty items, books, magazines, videos and tapes, or any material that could be reasonably considered pornographic. Further, Lamar voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the relocated Colton Billboard shall not contain any advertising for alcohol or tobacco products of any type, gambling or gambling services, or any political messages or advertising. Notwithstanding the foregoing, gambling establishments may advertise non-gaming/gambling services. Ontario further reserves the right to object to any other advertising that may be considered detrimental to the image of Ontario. In such cases, Ontario shall inform Lamar in writing of the offensive advertising and request that it be removed. Lamar shall not unreasonably deny the request.

4.5 Maintenance and Operation of Colton Billboard. Lamar shall at its sole cost and expense pay for all maintenance and operation costs associated with operating the Colton Billboard upon relocation. Should the Colton Billboard and the surrounding sites not be maintained in accordance with all laws, codes, and ordinances, Ontario shall provide Lamar with thirty (30) days’ notice to comply with such laws, code, and ordinances before Lamar shall be required to remove the Colton Billboard at its sole cost and expense.

4.6 Indemnification of Ontario. Lamar shall defend, indemnify and hold Ontario, its officials, officers, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, injuries to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Lamar, its officers and employees, agents, consultants and contractors arising out of or in connection with

this Agreement or the removal, past-removal, construction, relocation, and installation of the Preexisting Billboards and Colton Billboard, including without limitation, the payment of all consequential damages, attorneys' fees and other related costs and expenses. At a minimum, this indemnification provision shall apply to the fullest extent of any warranty or guarantee implied by law or fact, or otherwise given to Indemnifying Parties by their contractors for the removal, past-removal, construction, relocation, and installation of the Preexisting Billboards and Colton Billboard. In addition, this indemnity provision and any such warranties or guarantees shall not limit any liability under law of such contractors. Without limiting the foregoing, this indemnity shall extend to any claims arising because Lamar has failed to properly secure any necessary contracts or permit approvals.

4.7 Assignment Without Consent Prohibited. This Agreement may not be assigned by any Party without the express written consent of the other Parties, and consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

4.8 Permit Fees and Submittal of Plans. Lamar hereby agrees to pay any and all permit fees associated with the required removal of any Preexisting Billboard and the relocation of the Colton Billboard. Lamar also agrees to submit any plans, studies, specifications, engineering studies and calculations needed by Ontario as part of its review of the removal of any Preexisting Billboard and the relocation of the Colton Billboard. Ontario's obligations with respect to the processing of any application shall be contingent upon payment by Lamar of any such fees and the submittal of necessary plans.

4.9 Attorneys' Fees. In the event of any action or proceeding, including arbitration, by any of the Parties to this Agreement against another Party for recovery of any sum due under this Agreement, or to enforce any of the terms, covenants or conditions contained herein, the prevailing Party in any such action or proceeding shall be entitled to reasonable attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs and arbitration costs, in addition to all other legal and equitable remedies available to it. Each Party shall give prompt notice to the other Parties of any claim or suit instituted against it that may affect the other Parties.

4.10 Waiver. The waiver of any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. However, nothing contained in this Agreement shall be deemed to be an acknowledgment or acceptance by Ontario or SANBAG that compensation is owed as to any Billboard, either in whole or in part, to any Party having an interest in any of the Billboards herein.

4.11 Waiver of Civil Code Section 1542. It is the intention of the Parties that the releases entered into as part of this Agreement shall be effective as a bar to all actions, causes of

action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any character, nature and kind, known or unknown, suspected or unsuspected, to be so barred; in furtherance of which intention the Parties expressly waive any and all right and benefit conferred upon them by the provisions of section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4.12 Notices. All notices shall be in writing and addressed as follows:

- A. To Ontario: City Manager, City of Ontario, 303 East B Street, Ontario, CA 91764.
- B. To SANBAG: Executive Director, San Bernardino Associated Governments, 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410-1715.
- C. To LAMAR: Lamar Advertising Company, [***INSERT ADDRESS**].

All notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after each deposit in the U.S. mail, first-class postage prepaid and addressed to Party as its applicable address.

4.13 Authority to Enter Agreement. All Parties have all requisite power and authority to execute, deliver, and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

4.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days or calendar weeks, and not work days. All references to any Party shall include its respective directors, elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.15 Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

4.17 Invalidity/Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.18 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

4.19 Time is of the Essence. Time is of the essence in each and every provision of this Agreement.

4.20 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

4.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

4.22 Binding Agreement. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to be benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
BILLBOARD REMOVAL AND RELOCATION AGREEMENT AMONG THE CITY OF
ONTARIO, SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, AND
LAMAR ADVERTISING COMPANY**

CITY OF ONTARIO

LAMAR ADVERTISING COMPANY

Al C. Boling, City Manager

[Name, Title]

ATTEST:

City Clerk

[Name, Title]

APPROVED AS TO FORM:

City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Raymond Wolfe, Executive Director

APPROVED AS TO FORM:

Eileen Monaghan Teichert
General Counsel

Attachment: 16-1001496 [Revision 4] (2700 : I-215 Bi-County agreement with City of Ontario and Lamar for billboard relocation)

Minute Action

AGENDA ITEM: 5

Date: August 11, 2016

Subject:

San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) - Future Operation and Maintenance

Recommendation:

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

A. Authorize release of Request for Proposal (RFP) 16-1001515 to retain a consultant for the preparation of updated Coordination Timing Plans, to provide Semi-Annual Assessments and provide On-call System Support for the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS).

B. Approve the draft templates of Cooperative Agreements between the San Bernardino County Transportation Authority (SANBAG) and local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) establishing responsibilities to maintain, monitor, assess and funding of the San Bernardino Valley Coordinated Traffic Signal System.

C. Authorize the Executive Director or designee to execute the final Cooperative Agreements with local agencies after approval as to form by General Counsel without further approval by the Board, provided the Cooperative Agreements are substantially in the form of the attached draft templates.

Background:

Starting in 2002 with the San Bernardino Valley Traffic Signal Coordination System Master Plan, SANBAG, in conjunction with the local agencies, implemented signal coordination on major arterial corridors on a valley-wide scale with an investment of over \$15 million. Implementation of signal coordination occurred in various phases designated as Tiers 1, 2, 3 and 4, and included approximately 1,250 signalized intersections controlled by sixteen (16) separate local agencies and Caltrans. Both the Tiers 1 & 2 Project (completed in 2008) and Tiers 3 & 4 Project (completed in 2012), at system “turn-on”, showed significant improvements in arterial travel times and reductions in stops and delays.

In July 2011, the Board approved the Memorandum of Understanding (MOU) C11223 between SANBAG and the local agencies providing direction for the operation and maintenance of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS). This MOU will expire September 30, 2016.

Entity: CTA

In April 2015, based on Transportation Technical Advisory Committee (TTAC) and City Managers Technical Advisory Committee (TAC) meetings and discussions, a survey was presented to the local agencies providing possible solutions with the goal of developing a strategy for on-going maintenance and operations of the system that could be further developed into guidelines and that would be recommended for adoption by the SANBAG Board. Based on these discussions, a five-year plan was developed with a goal of maintaining the traffic signal coordination system so as to continue to provide benefits to the traveling public. In September 2015, this plan was presented to the Board, where they directed staff to proceed with the implementation. The components of the plan include:

- Updated coordinated timing plans - \$4,600,000
- On-going maintenance of signal coordination equipment and timing plans - \$5,225,000
- Assessment of Systems and On-Call Systems Support - \$1,000,000
- Total cost for five years - \$10,825,000

Recommendation A

The coordinated timing for the Tiers 1 & 2 portions of the SBVCTSS was completed in 2008 with Tiers 3 & 4 completed in 2012. Without updating the signal coordinated timing, the benefits of SBVCTSS diminish. The estimated cost for updating timing for the SBVCTSS is \$4.6 million. As was approved in September 2015, 50% of the funding will be provided by sources at the discretion of the local agency such as Local Funds, Measure I Valley Major Street, or Measure I Local Street, and 50% from grants secured by SANBAG. On June 24, 2016 SANBAG received approval of Mobile Source Air Pollution Reduction Review Committee (MSRC) funding of \$1,000,000. Staff will continue to seek additional grant funding for SANBAG to meet the program needs. It is proposed that the timing updates be done by geographical area in lieu of by Tier. A priority list of the geographical areas has been developed and presented at TTAC.

The other component of the RFP is to providing on-call support to assist on a case-by-case basis to address major system issues that cannot be resolved by the local jurisdiction and to perform a semi-annual assessment of the coordination systems. SANBAG will be responsible for administering and funding these services. The estimated cost to provide these services is \$200,000 annually. This will be funded with Valley Measure I Traffic Management Systems (TMS) funds.

The RFP for update Coordinated Timing Plans for SBVCTSS for On Call System Support and Assessments of the SBVCTSS is completed. The Scope of Work is attached as Exhibit A. Staff is requesting that the Board authorize the release of RFP 16-1001515 to solicit proposals for traffic engineering services to update Coordinated Timing Plans for the SBVCTSS and to provide On-Call System Support and Assessment of the SBVCTSS.

Recommendations B & C

Previously the roles and responsibilities of the local agencies and SANBAG for the development and maintenance of the SBVCTSS were defined in individual Memoranda of Understanding (MOU), collectively known as MOU C11223. As noted above, these MOUs expire September 30, 2016.

Under the direction of the Board noted above, Staff has been working with TTAC and TAC, developing cooperative agreements with local agencies to define the continued operation and

maintenance of the SBVCTSS. These cooperative agreements define the roles and responsibilities of the parties for retiming of the corridors, the semi-annual assessments to gauge the “health” of the SBVCTSS and the on-call services to assist local agencies with special needs beyond their expertise.

Some local agencies have requested that they lead within their jurisdictional boundaries. Due to this two versions of the cooperative agreements are proposed; one with SANBAG as the lead in the retiming effort, and another with the local agency as the lead. Note, four (4) local agencies have requested that SANBAG provide daily maintenance service of their systems on a reimbursement basis. A separate cooperative agreement will be developed if the parties want to proceed with this arrangement.

Attached to this report are two (2) draft agreements; one with SANBAG serving as the lead in the retiming effort, and the second with the local agency as the lead. Both have been reviewed and approved substantially as to form by General Counsel and are currently in various stages of review and execution by each of the local agencies. Copies of the draft cooperative agreements are attached (Exhibit B).

Per the two draft cooperative Agreements:

- SANBAG or the local agency will be the lead agency for updating the timing plan. Local agency is responsible for funding 50% of the signal updated within their jurisdiction. SANBAG, through grants, is responsible for the remaining cost up to \$2,000 per signal. The updates will be implemented based on the availability of funds of both parties.
- Local agency is responsible for the on-going monitoring, maintenance and timing adjustments of the coordinated systems. SANBAG will provide a \$500 per signal annual reimbursement for signals found to be operational and coordinated during SANBAG’s semi-annual assessment. For signals found not performing properly, it is proposed to provide a grace period of 6 months for local agencies to bring signal into operational status to still receive reimbursement. Proposed reimbursement funding would be through TMS funds with a maximum estimated total cost of \$500,000 per year.
- SANBAG will be responsible for on-call support and assessment of traffic signal system coordination systems. The system will be assessed semi-annually to verify operation and provide the basis for issuance of the coordinated signal reimbursement. TMS funds will be used for reimbursement to the local agencies.
- It is proposed that the agreements be for three years with an option to extend for two years.

Staff is requesting approval of the two (2) draft Cooperative Agreements between the San Bernardino County Transportation Commission and the thirteen (13) local agencies establishing responsibilities to maintain, monitor, assess and provide funding for the San Bernardino Valley Coordinated Traffic Signal System.

To advance the project Staff is requesting the Board authorize the Executive Director to execute the final Cooperative Agreements with local agencies after approval as to form by General

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

Page 4

Counsel without further approval by the Board provided the Cooperative Agreements are substantially in the form of the attached draft templates.

Financial Impact:

The financial impact of this item will be determined based on the types of agreements entered into with the local agencies. Staff will return with a subsequent item to amend the adopted budget if the budget will be impacted by the execution of individual agreements.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel and Procurement Manager have reviewed this item, the draft Cooperative Agreements, and the draft Scope of Work.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

SCOPE OF SERVICES

San Bernardino Valley Coordinated Traffic Signal System Program Update Coordination Timing Plans, Semi-Annual Assessments and On-call System Support

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority ("SANBAG") is seeking professional services to update traffic signal basic timing and coordination timing plans, perform semi-annual system assessments and provide on-call system support for the San Bernardino Valley Coordinated Traffic Signal System ("System") corridors. The System was implemented using a tiered approach with Tiers 1 and 2 completed in 2008 and Tiers 3 and 4 completed in 2012. There are 78 arterial corridors in the System with over 1,250 signalized intersections controlled by sixteen (16) local agencies (Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino City, San Bernardino County, Upland and Yucaipa) and Caltrans.

Update Basic and Coordination Timing Plans

The updating of the timing plans will be jointly funded by SANBAG and each local agency in which the corridors are located as described by a cooperative agreement between SANBAG and the local agency. The cooperative agreement will describe the corridors that will have their timing plans updated, as only corridors that the local agency has identified as having changed conditions, such as traffic patterns or geometrics, will be updated. SANBAG may not be the lead for all corridors, as some local agencies may elect to be the lead for corridors within their jurisdictions. The updating will be completed as funds are available.

The updated traffic signal basic timing and coordination timing plans shall reflect the requirements of the latest version of the California's Manual on Uniform Traffic Control Devices (2014 CA-MUTCD) and accommodate changes to traffic volumes and flow patterns along System corridors.

The following specific tasks are required to be performed in the course of providing service for the updated traffic signal coordination timing project. Tasks are listed in sequential order for clarity. However some tasks may run concurrently or commence prior to the order listed.

1. Project Management
 - A. CONSULTANT shall be responsible for conducting monthly progress meetings and prepare agendas and minutes, provide monthly progress reports and updated project schedules.
 - B. CONSULTANT shall lead a project kick-off meeting with SANBAG and all above listed agencies (**TBD**) to establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, and specific Traffic Signal Timing Optimization software programs.
 - C. CONSULTANT shall conduct individual meetings with each agency at the

beginning of the project to obtain input and key local needs.

- D. CONSULTANT shall conduct Project Development Team (PDT) meetings to obtain input and build stakeholder consensus, and conduct technical meetings with SANBAG's project manager to discuss technical approach towards addressing stakeholders' issues.
 - F. Deliverables:
 - 1. Lead a Project Kick-off Meeting and prepare agenda and meeting materials.
 - 2. Provide monthly progress reports including status of the work effort and updated schedule.
 - 3. Conduct Project Development Team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
2. Review of Corridors and Intersections
- A. SANBAG shall provide CONSULTANT a sub-network regional listing of prioritized corridors by region based on the greatest need for retiming as determined by SANBAG **as listed on Attachment A.**
 - B. SANBAG shall provide CONSULTANT data generated by SANBAG's Congestion Management Program (iPems) monitoring tool.
 - C. CONSULTANT shall obtain input from stakeholders to refine the list of corridors and intersections that will be part of the signal re-timing. New signalized intersections that were installed since the completion of the System and are located within the limits of a System corridor shall be considered for signal timing updates.
 - D. CONSULTANT shall develop a plan for implementation of updated timing plans in the most logical and cost effective manner.
 - E. Deliverables:
 - 1. Provide final listing of corridors to be retimed with intersections identified
 - 2. Provide Schedule for signal timing update implementation
3. Analysis of Existing Conditions
- A. CONSULTANT shall collect and analyze all information necessary to thoroughly understand existing traffic conditions on the listed corridors and be able to develop optimal time-of-day traffic signal coordination plans.
4. Data Collection – CONSULTANT shall collect existing conditions data including, but not limited to, the following:
- A. From the local agency or Caltrans with jurisdiction over the corridors and intersections (project sponsor) and other involved agencies, CONSULTANT shall

collect current traffic count data, existing timing sheets, existing coordination plans, and traffic signal as-built drawings. Resources for traffic volumes shall include but not be limited to SANBAG's Congestion Management Program (iPems) monitoring tool.

- B. From the project sponsor and other involved agencies, CONSULTANT shall collect signal timing preferences, including, but not limited to, those related to pedestrian and bicycle timing, leading and lagging left-turn phasing, and conditional service, as well as the timing optimization software preferences.
- C. If determined by SANBAG and affected agencies that traffic volumes and patterns have changed substantially since the completion of the System, CONSULTANT shall conduct weekday peak period turning movement counts at study intersections, including pedestrian and bicycle counts, and 24-hour machine counts at strategic locations to determine periods of coordination. All counts shall be taken during times and days that are representative of the times and days for which coordination plans will be developed. It is preferred that all counts be summarized in MS Excel format.
- D. CONSULTANT shall conduct a field review of new or modified study intersections and corridor segments to verify lane geometry, speed limits, storage lengths, signal phasing, distances between intersections and crosswalk lengths.
- E. CONSULTANT shall utilize travel time data as provided by SANBAG. As needed to substantiate data, CONSULTANT shall conduct travel time and delay studies, including number of stops, during times and days that are representative of the times and days for which coordination plans will be developed. CONSULTANT may be directed to perform travel time and delay studies using the "floating car" method to substantiate iPems data. The time of performance of the travel time and delay studies will be defined at the kick-off meeting.
- F. Deliverables:
 - 1. Table containing updated basic signal timing parameters for each project intersection.
 - 2. Summary Table with Before Study results including but not limited to:
 - Travel time
 - Number of stops
 - Travel speed during AM and PM peak hours

5. Update Traffic Signal Coordination Timing

- A. Using SYNCHRO software, CONSULTANT shall develop a model of the sub-network regional area. Key parameters to be included:
 - 1. Existing geometry of the sub-network regional area, including distance between intersections, number of lanes, turn prohibitions, etc.
 - 2. Turning movements at every intersection
 - 3. Existing speed limits, or prevailing 85th percentile travel speeds
 - 4. Existing phasing and revised basic signal timing at each intersection

- B. Up to three peak periods shall be modeled; A.M., Midday and P.M. peak. After the SYNCHRO model is calibrated, CONSULTANT shall optimize the signal coordination timing parameters and utilize Tru-Traffic software to analyze and adjust the time-space diagram for each corridor or portion of a corridor. The CONSULTANT shall utilize professional judgment to analyze and adjust data generated from the SYNCHRO and Tru-Traffic modeling to identify and recommend coordination off-sets and splits. The CONSULTANT shall recommend the period of time the timing plan shall be implemented for the three peak periods.
- C. CONSULTANT shall recommend changes to the signal phasing deemed necessary to improve the efficiency of operations, and upon approval of the local agency, adopt the new phasing into the SYNCHRO model for optimization. The SYNCHRO model results and electronic files shall be provided to all participating agencies (**TBD** and SANBAG) for review.
- D. CONSULTANT shall review and update signal timing parameters in accordance with the 2014 CA-MUTCD. The following parameters shall be reviewed:
- Yellow clearance interval
 - Pedestrian clearance interval
 - Bicycle Minimum Green
 - All-Red interval
- E. Deliverables:
1. Optimized Traffic Signal Timing Plans and Time Space Diagrams
 2. SYNCHRO and Tru-Traffic model and data files
6. Implementation of Optimized Traffic Signal Timing
- A. CONSULTANT shall implement, with oversight of the project sponsor staff optimized traffic signal timings. CONSULTANT shall observe the results of the timing plans in the field during implementation to ensure that the signals are operating properly, as intended, and fine-tune the signal timing parameters. CONSULTANT shall provide final timing sheets in each agency's format.
- B. Deliverables:
1. Two (2) sets of Final timing sheets with updated Traffic Signal Basic and Coordinated Timing Plans.
7. After Study
- A. Upon completion of the signal timing implementation and fine-tuning, CONSULTANT shall perform "After Studies" to obtain data for verifying the "measures of effectiveness". Similar to the "Before Studies", CONSULTANT shall perform "floating car" surveys along the same corridors.
- B. Deliverables:

1. After Study report with Summary Table listing results including but not limited to:

- Reduction in travel time
- Reduction in number of stops
- Improvement in travel speed during AM and PM peak periods
- Reduction of mobile source emissions
- Reduction of fuel costs
- Reduction in overall vehicle travel time

8. Traffic Signal Synchronization Report

A report shall be prepared to summarize the project benefits of traffic signal synchronization retiming. Tables and charts shall be used to analyze the “measures of effectiveness” of the ‘Before’ and ‘After’ studies. These benefits shall be quantified and, wherever possible, converted to monetary terms in order to arrive at an average annual monetary savings to the traveling public.

1. Deliverables:

1. Traffic Signal Synchronization Final Report

Semi-Annual Assessments

Local agencies are responsible for the on-going monitoring, maintenance and timing adjustments for traffic signal systems included as part of the System. In order to determine the System is properly maintained, CONSULTANT shall perform semi-annual assessments of the corridors **as listed on Attachment B.**

Assessments shall be performed remotely whenever possible via remote connection to CITY’s Traffic Management Centers (TMC). CONSULTANT shall work with CITY’s Information Technology (IT) department to obtain remote “read-only” assess, whenever possible, to perform assessments. Preliminary findings shall be reviewed with the local agencies when signals are found to be out of compliance to determine if minor corrective action can be implemented to bring signal/corridor into compliance prior to issuing Assessment Reports. Reports shall include tabled results by Agency, listing by corridor signals, both compliant and non-compliant, with possible causes and recommended corrective actions to bring signals into compliance

1. Deliverables:

1. Semi-Annual Assessment Reports

On-call System Support

Given the variety of central signal systems, signal controllers and different communication systems utilized within the System, CONSULTANT must be familiar with various traffic signal management operating systems as well as traffic controller types, interface modems from wireless to hardwire, telephone drops, fiber optic, interconnect components, communication speed differences for different interconnect types and different controller types and how to actuate coordination for differing local controller programs and software versions.

SANBAG shall issue Contract Task Orders on an on-call basis directing CONSULTANT to investigate traffic signal related issues as reported by local agencies to the SANBAG Project Manager.

Consultant shall meet with the local agency to fully understand the reported issue. Agency preferences related to signal timing may include lead/lag phasing, minimum left-turn splits, cycle lengths, use of preferred or conditional service, coordination time periods, full actuated versus semi-actuated coordination, use of pedestrian override, weekend coordination and local timing parameters. Consultant shall perform observations and collect field data in sufficient quantity to identify existing deficiencies, existing system capabilities and operations. CONSULTANT shall conduct an extensive field review to identify and assess all components that affect signal coordination, including:

- Signal timing sheets and existing signal timing plans for project arterials
- Identify any traffic signal equipment or operational deficiencies including field masters, central master equipment, controllers, and interconnect equipment, modems, GPS time clocks, central system software, wireless equipment, etc.
- Signal Phasing and cycle lengths
- Daily (24-hour) traffic counts at various critical locations along the project arterials. Additionally, 24-hour vehicle classification counts will be collected at key locations to determine truck information
- Peak hour intersection turning movement counts
- Lane geometrics, U-turn restrictions, etc.
- Special characteristics such as proximity to adjacent intersections and senior centers; presence and location of bus stops (near-side vs. far-side); location of driveways; on-street parking, parking maneuvers, and parking restrictions; adequacy of left-turn and right-turn storage; intersections with high volumes of pedestrians and bicyclists; areas with high volumes of trucks and buses; and impact of freeway access points in the immediate vicinity on cross streets.
- Over-saturated intersections, observations for queuing and queue spillovers including potential lane blockages, and development measures to improve operations.
- Identification of all planned and programmed improvements, including construction and/or delineation modifications along project corridors.
- As-built plans and aerial photos
- Information from Caltrans and local agencies on any construction activities on project corridors and other streets in the immediate vicinity, including any proposed freeway construction

Using data collected, and with input from the agencies, Consultant shall submit a Task Order Scope of Work including causes and steps necessary for resolution, cost and necessary staff with number of hours required to resolve the reported issue to the SANBAG Project Manager.

TRAINING

The Consultant shall train local agency staff on an on-call basis under a Contract Task Order in the operation of the signal communication hardware to ensure that all appropriate staff fully understands the basics of the software and hardware operations. Organized training sessions

will be conducted to ensure that each agency is fully aware of how to best optimize utilization of their system to promote Valleywide system effectiveness.

COOPERATIVE AGREEMENT NO. 15-100xxxx

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF _____

FOR

SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM
Operation and Maintenance
(LOCAL AGENCY RETIMING)

THIS Cooperative Agreement (hereinafter "AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of _____, (hereinafter "CITY"). CITY and AUTHORITY may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS

- A. WHEREAS, on September 1, 1999, the AUTHORITY approved development of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) to be implemented over a 10-year period. AUTHORITY worked with CITY, California Department of Transportation ("Caltrans"), and other local agencies to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the SBVCTSS is to decrease arterial travel times, congestion and pollution;
- B. WHEREAS, in 2002 starting with the SBVCTSS Master Plan, PARTIES, Caltrans and the other local agencies implemented signal coordination on major arterial corridors on a valley-wide scale in various phases designated as Tiers 1, 2, 3 and 4, and included over 1,250 signalized intersections controlled by fifteen (15) cities, the County of San Bernardino and Caltrans. Both the Tiers 1 and 2 phase (completed in 2008) and Tiers 3 and 4 phase (completed in 2012), at system "turn-on", showed significant improvements in arterial travel times and reductions in stops and delays;
- C. WHEREAS, in July 2011, the AUTHORITY entered into individual Memorandums of Understanding (MOU) with the CITY, and other local agencies, which define the roles and responsibilities for the continual operation and maintenance of the SBVCTSS; these MOUs are collectively known as AUTHORITY's MOU C11223;
- D. WHEREAS, the PARTIES desire that this Cooperative Agreement supersede MOU C11223;
- E. WHEREAS, the SBVCTSS is an intricate system requiring constant monitoring and maintenance to ensure maximum benefits;

- F. WHEREAS, to obtain maximum benefit of the systems, the PARTIES would like to enter into this Agreement to ensure the SBVCTSS continues to operate in an efficient manner, including maintaining traffic signal coordinated timing across jurisdictional boundaries, in a continual effort to reduce delays and improve travel times, mobility and air quality in the San Bernardino Valley;
- G. WHEREAS, to assist in obtaining the maximum benefit of the system, the PARTIES wish to work in partnership to maintain the system corridors listed in Table 1 attached hereto, by conducting a periodic assessment (hereinafter referred to as “Assessment Program”);
- H. WHEREAS, industry standards recommend timing to be updated every 3 to 5 years depending on changes in traffic volumes and patterns and roadway geometric improvements, and without updating the coordinated timing the benefits of SBVCTSS diminish;
- I. WHEREAS, to obtain the benefit of updated coordinated timing, the PARTIES propose updating and implementing revised timing plans for the SBVCTSS corridors listed in **Table 2** attached hereto, including Caltrans owned signals on these corridors (hereinafter referred to as “Timing Project”);
- J. WHEREAS the SBVCTSS may require unique support services not normally provided by CITY to address major SBVCTSS coordination issues (hereinafter referred to as “Support Services”);
- K. WHEREAS, PARTIES want to continue operation and maintenance of the SBVCTSS for another three (3) years with an option to extend two (2) more years to ensure the SBVCTSS continues to operate as planned in an efficient manner, with communication and cooperation among AUTHORITY and CITY, to maintain the benefits the system affords to the traveling public; and
- L. WHEREAS, this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements from current owners unless specifically stated below.

NOW, THEREFORE, the PARTIES agree as follows:

II. **EFFECTIVE DATE/TERM**

THIS AGREEMENT shall be effective as of the date executed by AUTHORITY and shall terminate when the AUTHORITY’s annual reimbursement as described in Section III, Subsection C is complete or _____ whichever is earlier, unless earlier terminated in accordance with this Agreement or by mutual agreement. The indemnification and defense obligations and any other terms that contemplate obligations lasting beyond the termination date shall survive termination of this Agreement.

III. AUTHORITY RESPONSIBILITIES:

AUTHORITY agrees:

- A. To be the lead agency for the Assessment Program and Support Services, including the selection and retention of consultants, contractors, and coordination with the other Local Agencies for the Assessment Program and Support Services. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. In support of the PROJECT, to;
 - i. Reimburse the CITY for 50% of the funding for the CITY-incurred Timing Project costs up to a maximum cost of \$2,000 per signal. The Timing Project costs may include CITY management costs as described in Section IV.B. The total Timing Project costs shall not exceed \$XXX. The AUTHORITY's funding of the Timing Project will be limited to the extent of available funding.
- C. To administer the Assessment Program, to:
 - i. Provide a **\$500** annual reimbursement to the CITY for each CITY signal on the SBVCTSS corridors listed in **Table 1** found to be coordinated as described in Attachment A during AUTHORITY's semi-annual assessment. The AUTHORITY will provide the annual reimbursement for three years, with an option, at AUTHORITY's sole discretion, to extend the period by an additional two years, from the date AUTHORITY deems the corridor coordinated. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
 - ii. Perform and fund 100% of the semi-annual assessment as described by Attachment A.
- D. As the lead of the Support Services, to:
 - i. Provide and fund 100% of the cost for on-call Support Services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on the SBVCTSS corridors listed in **Table 1** that cannot be resolved by the CITY. Support Services includes training, a maximum of once per year, for CITY staff in the use and maintenance of coordinated traffic signal system equipment and software. These extra Support Services will be considered upon written request from the CITY to AUTHORITY, and if granted at the discretion of the AUTHORITY, will not alleviate the CITY's responsibility for daily operations and maintenance of the signal timing equipment and communications.
- E. To designate a Project Manager to represent AUTHORITY through whom all communications with the CITY shall be channeled.

- F. To perform the services in accordance with State and Federal standards and practices as applicable.
- G. To assist in responding to public inquiries regarding the signal timing plans for the corridors.
- H. To be responsible for its own administrative and management cost for the Timing Project, Assessment Program and Support Services.

IV. **CITY'S RESPONSIBILITIES**

CITY agrees:

- A. To be the lead agency for the Timing Project, including the selection and retention of consultants, contractors, and coordination with other Local Agencies. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the CITY's City Engineer, or his designee, with input and consultation from AUTHORITY.
- B. Provide 50% of the Timing Project cost and 100% of cost that exceeds \$2,000 per signal from sources at the discretion of the CITY, such as Local Funds, Measure I Valley Major Street or Measure I Local Street. The Timing Project cost may include a CITY management cost not to exceed 10% of Signal System Consultant cost. The total CITY's contribution shall not exceed \$XXX. The CITY's funding of the Timing Project will be limited to the extent of available funding.
- C. As the lead of the Timing Project, to:
 - i. Provide AUTHORITY with a schedule to complete the Timing Project.
 - ii. Implement revised timing plans.
 - iii. Provide AUTHORITY with the signal coordinated timing plan, and the Before and After Study results.
- D. In support of the Assessment Program, to;
 - i. Provide read-only remote access to AUTHORITY's consultant to CITY's Central System to assess communication and coordination of SBVCTSS corridors.
 - ii. Provide, maintain and operate traffic signal communication equipment between traffic signals, the Traffic Management Center as well as remote access to CITY's Traffic Management Center.
 - iii. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY acknowledges it will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
- E. In support of Support Services, to;

- i. Request in writing to AUTHORITY on-call support services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on SBVCTSS corridors eligible for reimbursement as listed in Table 1 that cannot be resolved by the CITY. These extra services will be considered upon written request and justification from the City to AUTHORITY, and if granted at the discretion of the AUTHORITY, would not alleviate the CITY's responsibility for daily operations and maintenance of the signal timing equipment and communications.
- D. To maintain a common time source (either a GPS time clock, or other highly accurate time source) at the appropriate local controller system, field master traffic signal controller or centralized control center for its signals along SBVCTSS arterials identified in Table 1 and shall resynchronize the system clock time at 12:00 midnight each day.
- E. If modifying existing signalized intersection or constructing new signalized intersection on a coordinated signal system corridor, CITY shall be responsible for providing traffic signal control equipment, traffic signal communications equipment and a signal timing plan that is compatible with such corridor.
- F. To be responsible for funding for the on-going monitoring, maintenance and timing adjustments of SBVCTSS signals within CITY's jurisdiction.
- G. To provide the AUTHORITY with updated timing plans when timing adjustments are made.
- H. To designate a responsible staff member who will be CITY's representative in attending meetings, receiving communication, and reviewing the Timing Project and Assessment documents.
- I. To be the lead on responding to public inquiries regarding the signal timing plans for the corridors within the CITY's jurisdiction.

V. **MUTUAL RESPONSIBILITIES**

- A. To cooperate and coordinate with all PARTIES, adjacent Cities, Caltrans, County of San Bernardino and other jurisdictions, their staff, contractors, consultants and vendors in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance hereunder.
- B. To work together in good faith, using reasonable efforts to resolve any issues, changes or disputes arising out of this AGREEMENT.
- C. The Timing Project can be completed in total or in phases depending on the available funding from both PARTIES.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend,

indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.

- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY its affiliated entities, members officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. "Its affiliated entities" as used herein shall mean the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Service Authority for Freeway Emergencies and the San Bernardino County Congestion Management Agency.
- F. CITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$ (TBD) each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT, or through self-insurance in accordance with applicable provisions of California law. CITY shall contractually require any contractor or consultant retained to perform Timing Project work to maintain sufficient insurance coverage and to name AUTHORITY as an additional insured under its Commercial General Liability and Automobile Liability Insurance Policies. If CITY fails to maintain the required insurance coverage, AUTHORITY reserves the right to terminate the AGREEMENT or purchase such additional insurance and bill CITY or deduct the cost from any payments owed to CITY.
- G. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. AUTHORITY shall contractually require any contractor or consultant retained to perform Assessments or Support Services to maintain sufficient insurance coverage and to name CITY as an additional insured under its Commercial General Liability and Automobile Liability Insurance Policies.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to

follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
- K. If any clause or provision of this AGREEMENT is found 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 remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by all PARTIES. Facsimile signatures will be permitted.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs D and E of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally, by reputable courier; by postage-paid and certified United States Mail (return receipt requested) or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made or by fax or private courier; or (b) upon deposit into the United States Mail, postage paid and certified (return receipt requested), if properly addressed. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

a. If to CITY
 City of _____

 _____, CA _____
 Attention: _____
 Title: _____

b. If to AUTHORITY:
 San Bernardino County Transportation Authority
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410

Attachment: Coop - Retiming by Local Agencies [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

Attention: Garry Cohoe
Director of Project Delivery

- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Tables 1 and 2 and Attachment A are attached to and incorporated into this AGREEMENT.

SIGNATURES ON THE FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-100xxxx
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF _____**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF _____

By: _____
Raymond W. Wolfe
Executive Director

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
City Attorney

Attachment: Coop - Retiming by Local Agencies [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

TABLE 1

Corridors Eligible for Reimbursement			
No.	Arterial Street	Limits	Number of Signals
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
Total Number of Signals			

Note: Traffic signals added to an “Arterial Street” within the “Limits” as described by Table 1 after the execution of this Agreement may be added to Table 1 without an amendment.

Table 2

Corridors Receiving Timing Plan Update			
No.	Arterial Street	Limits	Number of Signals
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
Total Number of Signals			

Note: Traffic signals added to an “Arterial Street” within the “Limits” as described by Table 2 after the execution of this Agreement may be added to Table 2 without an amendment.

Attachment: Coop - Retiming by Local Agencies [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

Attachment A Semi-Annual Assessment Criteria

A corridor is deemed to be coordinated and in compliance to receive the annual reimbursement per signal if the following criteria are met:

- A. Traffic signal communication equipment between traffic signals and the Traffic Management Center, if operational at the completion of SBVCTSS Tiers 1 thru 4, and remote access to CITY's Traffic Management Center are functional.
- B. The traffic signal coordination plan is implemented; the coordination plan cycle length and the timing offset between signals are per the traffic signal coordination plan.

The following issues will be taken into consideration when determining compliance:

- A. Communication failures caused by a third party, such as the communication provider.
- B. When an isolated traffic signal(s) on a corridor is brought in compliance in the following semi-annual assessment, while a different isolated traffic signal(s) is found to be out of compliance in the same semi-annual assessment.

COOPERATIVE AGREEMENT NO. 15-100xxxx

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF _____

FOR

**SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM
Operation and Maintenance
(AUTHORITY RETIMING)**

THIS Cooperative Agreement (hereinafter "AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of _____, (hereinafter "CITY"). CITY and AUTHORITY may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS

- A. WHEREAS, on September 1, 1999, the AUTHORITY approved development of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) to be implemented over a 10-year period. AUTHORITY worked with CITY, California Department of Transportation ("Caltrans"), and other local agencies to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the SBVCTSS is to decrease arterial travel times, congestion and pollution;
- B. WHEREAS, in 2002 starting with the SBVCTSS Master Plan, PARTIES, Caltrans and the other local agencies implemented signal coordination on major arterial corridors on a valley-wide scale in various phases designated as Tiers 1, 2, 3 and 4, and included over 1,250 signalized intersections controlled by fifteen (15) cities, the County of San Bernardino and Caltrans. Both the Tiers 1 and 2 phase (completed in 2008) and Tiers 3 and 4 phase (completed in 2012), at system "turn-on", showed significant improvements in arterial travel times and reductions in stops and delays;
- C. WHEREAS, in July 2011 the AUTHORITY entered into individual Memorandums of Understanding (MOU) with the CITY, and other local agencies, which define the roles and responsibilities for the continual operation and maintenance of the SBVCTSS; these MOUs are collectively known as AUTHORITY's MOU C11223;
- D. WHEREAS, the PARTIES desire that this Cooperative Agreement supersede MOU C11223;
- E. WHEREAS the SBVCTSS is an intricate system requiring constant monitoring and maintenance to ensure maximum benefits;

Attachment: Coop - Retiming by SANBAG [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

- F. WHEREAS, to obtain maximum benefit of the systems, the PARTIES would like to enter into this Agreement to ensure the SBVCTSS continues to operate in an efficient manner, including maintaining traffic signal coordinated timing across jurisdictional boundaries, in a continual effort to reduce delays and improve travel times, mobility and air quality in the San Bernardino Valley;
- G. WHEREAS, to assist in obtaining the maximum benefit of the system, the PARTIES wish to work in partnership to maintain the system corridors listed in Table 1 attached hereto, by conducting a periodic assessment (hereinafter referred to as “Assessment Program”);
- H. WHEREAS, industry standards recommend timing to be updated every 3 to 5 years depending on changes in traffic volumes and patterns and roadway geometric improvements, and without updating the coordinated timing the benefits of SBVCTSS diminish;
- I. WHEREAS, to obtain the benefit of updated coordinated timing, the PARTIES propose updating and implementing revised timing plans for the SBVCTSS corridors listed in **Table 2** attached hereto, including Caltrans owned signals on these corridors (hereinafter referred to as “Timing Project”);
- J. WHEREAS the SBVCTSS may require unique support services not normally provided by CITY to address major SBVCTSS coordination issues (hereinafter referred to as “Support Services”);
- K. WHEREAS, PARTIES want to continue operation and maintenance of the SBVCTSS for another three (3) years with an option to extend two (2) more to ensure the SBVCTSS continues to operate as planned in an efficient manner, with communication and cooperation among AUTHORITY and CITY, to maintain the benefits the system affords to the traveling public; and
- L. WHEREAS, this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements from current owners unless specifically stated below.

NOW, THEREFORE, the PARTIES agree as follows:

II. **EFFECTIVE DATE/TERM**

THIS AGREEMENT shall be effective as of the date executed by AUTHORITY and shall terminate when the AUTHORITY’s annual reimbursement as described in Section III, Subsection C is complete or _____ whichever is earlier, unless earlier terminated in accordance with this Agreement or by mutual agreement. The indemnification and defense obligations and any other terms that contemplate obligations lasting beyond the termination date shall survive termination of this Agreement.

III. **AUTHORITY RESPONSIBILITIES:**

AUTHORITY agrees:

- A. To be the lead agency for the Timing Project, Assessment Program and Support Services, including the selection and retention of consultants, contractors, and coordination with other Local Agencies. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. As the lead of the Timing Project, to:
- i. Develop revised timing plans for the corridors listed in Table 2.
 - ii. Implement revised timing plans under the oversight of the CITY.
 - iii. Provide the CITY with a schedule to complete the Timing Project.
 - iv. Seek grants such as Mobile Source Air Pollution Reduction Review Committee (MSRC) grants to fund AUTHORITY's 50% of the Timing Project costs as described by Attachment A. The AUTHORITY's funding of the Timing Project will be limited to the extent of available grant funding.
 - v. Develop a SBVCTSS network corridor priority list for San Bernardino Valley sub-areas, taking into consideration Local Agency boundaries, established on travel delay data from the AUTHORITY's iPeMS monitoring tool.
- C. To administer the Assessment Program, to:
- i. Provide a **\$500** annual reimbursement to the CITY for each CITY signal on the SBVCTSS corridors listed in **Table 1** found to be coordinated as described in Attachment A during AUTHORITY's semi-annual assessment. The AUTHORITY will provide the annual reimbursement for three years, with an option, at AUTHORITY's sole discretion, to extend the period by an additional two years, from the date AUTHORITY deems the corridor coordinated. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
 - ii. Perform and fund 100% of the semi-annual assessment as described by Attachment A.
- D. As the lead of the Support Services, to:
- i. Provide and fund 100% of the cost for on-call Support Services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on the SBVCTSS corridors listed in **Table 1** that cannot be resolved by the CITY. Support Services include training, a maximum of once per year, for CITY staff in the use and maintenance of coordinated traffic signal system equipment and software. These extra Support Services will be considered upon written request from the CITY to AUTHORITY, and if granted at the discretion of the AUTHORITY, will not alleviate the CITY's responsibility for

daily operations and maintenance of the signal timing equipment and communications.

- E. To designate a Project Manager to represent AUTHORITY through whom all communications with the CITY shall be channeled.
- F. To perform the services in accordance with State and Federal standards and practices as applicable.
- G. Assist in responding to public inquiries regarding the signal timing plans for the corridors.
- H. To be responsible for its own administrative and management cost for the Timing Project, Assessment Program and Support Services.

IV. **CITY'S RESPONSIBILITIES**

CITY agrees:

- A. In support of the Timing Project, to;
 - i. Provide timely reviews of Timing Project submittals at no cost to the AUTHORITY.
 - ii. To review and approve revised traffic signal timing plans developed by AUTHORITY for those SBVCTSS coordinated arterials identified in Table 2.
 - iii. Provide oversight of the implementation of the approved traffic signal timing plans by the AUTHORITY as deemed necessary by the CITY.
 - iv. Provide 50% of the Timing Project cost from sources at the discretion of the CITY, such as Local Funds, Measure I Valley Major Street or Measure I Local Street. The CITY's funding of the Timing Project will be limited to the extent of available funding.
 - v. Be the lead on responding to public inquiries regarding the signal timing plans for the corridors within the CITY's jurisdiction.
- B. Assessment Program, to;
 - i. Provide, maintain and operate traffic signal communication equipment between traffic signals, the Traffic Management Center as well as remote access to CITY's Traffic Management Center.
 - ii. Maintain the traffic signal coordination plan for each SBVCTSS corridor.
 - iii. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY acknowledges it will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
- C. In support of Support Services, to;

- i. Request in writing to AUTHORITY on-call support services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on SBVCTSS corridors eligible for reimbursement as listed in **Table 1** that cannot be resolved by the CITY. These extra services will be considered upon written request and justification from the City to AUTHORITY, and if granted at the discretion of the AUTHORITY, would not alleviate the CITY's responsibility for daily operations and maintenance of the signal timing equipment and communications.
- D. To provide encroachment, traffic control, or other permits at no cost authorizing entry of AUTHORITY and its consultants and contractors onto CITY right of way to perform activities outlined in Part III Authority Responsibilities of this Agreement.
- E. To be responsible for its own administrative and management cost for the Timing Project, Assessment Program and Support Services.
- F. To provide at no cost, existing as-built plans and CITY's standard plans and specifications.
- G. To maintain a common time source (either a GPS time clock, or other highly accurate time source) at the appropriate local controller system, field master traffic signal controller or centralized control center for its signals along SBVCTSS arterials identified in **Table 1** and shall resynchronize the system clock time at 12:00 midnight each day.
- H. If modifying existing signalized intersection or constructing new signalized intersection on a coordinated signal system corridor, CITY shall be responsible for providing traffic signal control equipment, traffic signal communications equipment and a signal timing plan that is compatible with such corridor.
- I. To be responsible for funding for the on-going monitoring, maintenance and timing adjustments of SBVCTSS signals within CITY's jurisdiction.
- J. To designate a responsible staff member who will be CITY's representative in attending meetings, receiving communication and reviewing the Timing Project and Assessment documents.
- K. To provide read-only remote access to AUTHORITY's consultant to CITY's Central System to assess communication and coordination of SBVCTSS corridors identified in **Table 1**.

V. MUTUAL RESPONSIBILITIES

- A. To cooperate and coordinate with all PARTIES, adjacent Cities, Caltrans, County of San Bernardino and other jurisdictions, their staff, contractors, consultants and vendors in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance hereunder.
- B. To work together in good faith, using reasonable efforts to resolve any issues, changes or disputes arising out of this AGREEMENT.

- C. The Timing Project can be completed in total or in phases depending on the available funding from both PARTIES.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY its affiliated entities, members officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. "Its affiliated entities" as used herein shall mean the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Service Authority for Freeway Emergencies and the San Bernardino County Congestion Management Agency.
- F. CITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$ (TBD) each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT, or through self-insurance in accordance with applicable provisions of California law.
- G. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. AUTHORITY shall contractually require any contractor or consultant retained to perform Timing Project work, Assessments or Support Services to maintain sufficient insurance coverage and to name CITY as an additional insured under its Commercial General Liability and Automobile Liability Insurance Policies.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.

- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
- K. If any clause or provision of this AGREEMENT is found 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 remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by all PARTIES. Facsimile signatures will be permitted.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally, by reputable courier; by postage-paid and certified United States Mail (return receipt requested) or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made or by fax or private courier; or (b) upon deposit into the United States Mail, postage paid and certified (return receipt requested), if properly addressed. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

- a. If to CITY
 City of _____

 _____, CA _____
 Attention: _____
 Title: _____

- b. If to AUTHORITY:
 San Bernardino County Transportation Authority

Attachment: Coop - Retiming by SANBAG [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Garry Cohoe
Director of Project Delivery

- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Tables 1 and 2, and Attachment A are attached to and incorporated into this AGREEMENT.

SIGNATURES ON THE FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-100xxxx
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF _____**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF _____

By: _____
Raymond W. Wolfe
Executive Director

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
City Attorney

Attachment: Coop - Retiming by SANBAG [Revision 3] (2559 : SBVCTSS Signal Retiming RFP and Coop's)

TABLE 1

Corridors Eligible for Reimbursement				
No.	Arterial Street	Limits		Number of Signals
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Total Number of Signals				

Note: Traffic signals added to an “Arterial Street” within the “Limits” as described by Table 1 after the execution of this Agreement may be added to Table 1 without an amendment.

<i>Table 2 Corridors Receiving Timing Plan Update</i>				
No.	Arterial Street	Limits		Number of Signals
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Total Number of Signals				

Note: Traffic signals added to an “Arterial Street” within the “Limits” as described by Table 2 after the execution of this agreement may be added to Table 2 without an amendment.

Attachment A Semi-Annual Assessment Criteria

A corridor is deemed to be coordinated and in compliance to receive the annual reimbursement per signal if the following criteria are met:

- A. Traffic signal communication equipment between traffic signals and the Traffic Management Center, if operational at the completion of SBVCTSS Tiers 1 thru 4, and remote access to CITY's Traffic Management Center are functional.
- B. The traffic signal coordination plan is implemented; the coordination plan cycle length and the timing offset between signals are per the traffic signal coordination plan.

The following issues will be taken into consideration when determining compliance:

- A. Communication failures caused by a third party, such as the communication provider.
- B. When an isolated traffic signal(s) on a corridor is brought in compliance in the following semi-annual assessment, while a different isolated traffic signal(s) is found to be out of compliance in the same semi-annual assessment.

Minute Action

AGENDA ITEM: 6

Date: August 11, 2016

Subject:

Mobile Source Air Pollution Reduction Review Committee Agreement for Signal Synchronization Funding

Recommendation:

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

Approve Contract 17-1001574 with the South Coast Air Quality Management District defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds totaling \$1,000,000 allocated to the San Bernardino County Transportation Commission.

Background:

In September 1990, California Assembly Bill (AB) 2766 was signed into law authorizing a \$4 per vehicle surcharge on annual registration fees, in order to fund the implementation of programs to reduce air pollution from motor vehicles pursuant to air quality plans and provisions of the California Clean Air Act. AB 2766 also provided that a portion of the monies collected by the Department of Motor Vehicles would be distributed to the South Coast Air Quality Management District (SCAQMD) and shall be deposited by the SCAQMD in a discretionary account (the "Discretionary Fund") to be used to implement or monitor programs to reduce motor vehicle air pollution. To determine which projects should be funded by the Discretionary Fund, AB 2766 called for the creation of the Mobile Source Air Pollution Reduction Review Committee (MSRC), which would develop a Work Program for evaluating programs, and would make a final recommendation to the SCAQMD Governing Board as to which programs and/or projects would be funded.

The MSRC has partnered with the County Transportation Commissions (CTC) to implement projects that significantly reduce automobile trips or remove impediments to efficient traffic flow. To this end, the SCAQMD has allocated a total of \$10 million in Clean Transportation Funding to the CTCs. Each CTC within the South Coast Air Basin, including SANBAG, was allocated \$2.5 million to support projects that focus on air quality improvements. On May 1, 2015, the MSRC released an Invitation to Negotiate seeking proposals from CTCs on how the Clean Transportation Funding under the Transportation Control Measure Partnership Program should be invested.

Over the past 15 years, SANBAG has developed a systematic approach to coordinating 1,250 traffic signals throughout the San Bernardino Valley to improve traffic flow and provide air quality benefits to the traveling public and local communities. Implementation of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) occurred over four tiers,

Entity: CTC

based on priority with significant benefits realized through the \$15 million investment into the system. Travel times improved, the number of vehicle stops was reduced and vehicle emissions and fuel consumption were reduced throughout the valley. The plan has been implemented in collaboration with the following jurisdictions:

- Chino Hills
- Chino
- Montclair
- Upland
- Ontario
- Rancho Cucamonga
- Fontana
- Rialto
- Colton
- Grand Terrace
- San Bernardino
- Loma Linda
- Highland
- Redlands
- Yucaipa
- County of San Bernardino

Based on the past success realized by implementation of the plan, further efforts are required to maintain the system and benefits realized through plan implementation as well as continuing to improve the signal infrastructure throughout the Valley. Funding for signal synchronization needs throughout the San Bernardino Valley exceeds available local funding. Preliminary analysis reveals as traffic volumes have increased with the improved economy over the past few years, the existing coordinated timing plans have become outdated. Older equipment has been experiencing failures, resulting in an increase in travel times and delay during peak periods as compared with off-peak periods. These higher travel times and increased number of stops for vehicles along key valley corridors result in increased air pollution, reduced transit performance, increased accident rates and reduced productivity for commercial vehicles. As corridors are prioritized for synchronization implementation and upgrades, traffic signals along the priority corridors will be retimed to optimize corridor and network performance. This project will also install equipment upgrades as warranted and feasible to improve progression and ensure coordination can be maintained.

SANBAG has estimated approximately \$1.5 million per year in needs to upgrade and expand the signal synchronization program throughout the Valley. SANBAG requested \$1,000,000 from the Transportation Control Measure CTC Partnership Program to supplement local funds to implement Phase 1 of the SBVCTSS Update effort to ensure the system continues to grow and expand and deliver the congestion relief and air quality benefits that have been realized to date.

There are certain administrative and fiscal responsibilities associated with receiving MSRC Funds. MSRC funding requirements include submitting progress reports and a final report following project completion. The purpose of the attached agreement is to identify the roles and responsibilities of SCAQMD and SANBAG to implement the work plan associated

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

Page 3

with the Clean Transportation Funding. To implement the work plan, staff is developing a scope of work and agreements with each San Bernardino Valley jurisdiction to implement the plan once the funding is available from SCAQMD.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget under Task No. 0860. The funding source is the Transportation Control Measure Partnership Program by the South Coast Air Quality Management District Mobile Source Pollution Reduction Review Committee.

Reviewed By:

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

Responsible Staff:

Timothy Byrne, Chief of Planning

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001574 Amendment No.: _____ Vendor No.: 01965
 Vendor/Customer Name: South Coast Air Quality Management District Sole Source? Yes No
 Description: MSRC Funding for Signal System Retiming and Upgrades MS16091
 Start Date: 09/07/2016 Expiration Date: 10/07/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve Contract No. 17-1001574

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Tim Byrne

Attachment: Contract Summary Sheet (2005 : SCAQMD MSRC Signal Synchronization Funding Agreement)



**South Coast
Air Quality Management District**



Contract No. MS16091

AB 2766/MSRC TRANSPORTATION CONTROL MEASURE PARTNERSHIP PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the San Bernardino Associated Governments (hereinafter referred to as "CONTRACTOR") whose address is 1170 W. 3rd Street, San Bernardino, California 92410.
2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Transportation Control Measure Partnership Program Proposal dated March 2, 2016.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for twenty five (25) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- B. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

12. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

13. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Million Dollars (\$1,000,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.

- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
14. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits

funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. **NOTICES** - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Attn: Timothy Byrne, email: TByrne@sanbag.ca.gov

17. **INDEPENDENT CONTRACTOR** - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

18. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
20. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
21. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
22. ASSIGNMENT AND TRANSFER OF EQUIPMENT
- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this**

Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD

23. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
26. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
31. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract

shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

33. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
34. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Baird

//MSRC Master Boilerplate
Revised January 27, 2016

Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS16091

1. Project

The San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) was implemented using a tiered approach wherein coordinated timing was applied to north-south and east-west corridors where the greatest need was identified. This method of execution did not take into account crossing corridors, and therefore compromises were made. In order to decrease vehicle stops and fuel consumption, and thereby decrease emissions from motor vehicles, San Bernardino Associated Governments (hereinafter referred to as CONTRACTOR) has proposed to update the SBVCTSS. In the time since the original synchronization effort led by CONTRACTOR, timing plans have become outdated and technology has improved so that some upgrades to the original equipment are needed to maximize coordination and associated air quality benefits. Using funds provided by the South Coast Air Quality Management District (SCAQMD), on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), CONTRACTOR shall assess the System's performance, and implement resolutions to highest priority issues based on the assessment results. Specific tasks include:

- a. Working with local agencies, conduct initial assessment and identify Corridor Priority List to receive updated coordinated timing; submit Corridor Priority List to MSRC
- b. For each corridor identified in the Corridor Priority List, perform "before" study measuring average travel speed, number of stops, and travel time; generate and submit report including delay and emissions
- c. Collect existing turning movement counts and existing signal timing plans from local jurisdiction. Confirm signal timing policy for each jurisdiction along the corridor to be retimed is consistent with original implementation.
- d. Using existing traffic counts, develop updated coordinated timing plans through application of a signal timing model. Timing plans define the green time, yellow time, red time, pedestrian crossing times and total signal cycle time for each movement or phase of movements at each signalized intersection along the coordinated corridor based on various parameters, and are developed to minimize delay and maximize travel time and air quality benefits through a corridor by ensuring a platoon of vehicles can continuously travel through a corridor. Coordinated Timing plans specify an offset, or time difference, between each corridor signal and a master clock.
- e. Implement updated timing plans by coding timing plans into signal controller; perform equipment upgrades and fine tune as necessary for optimal coordination based on field observation. Document any adjustments made in field to signal timing plans developed from technical analysis.
- f. Perform "after" study and generate report to include statistics that compare after conditions to before conditions so air quality benefits can be realized and quantified.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the signal synchronization upgrades. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and

Attachment 1
Statement of Work – continued
San Bernardino Associated Governments
Contract Number MS16091

information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until signal synchronization upgrades are implemented, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions at this project, including a comparison of performance levels before and after implementation of timing plan updates. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization upgrade projects.

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Identify Corridor Priority List	Month 4
Submit Public Outreach Plan	Month 4
Select subcontractor for updating timing plans	Month 8
Select subcontractor for system assessment and upgrade	Month 8
Develop updated timing plans and deliver "before" report	Month 14
Implement updated timing plans and deliver "after" report	Month 20
Implement Public Outreach Plan	Month 22
Quarterly Reports	Months 4, 7, and 10
Final Report	Month 23

**Attachment 2
Payment Schedule
San Bernardino Associated Governments
Contract Number MS16091**

Cost Breakdown

Purchase Category	Maximum AB 2766 Discretionary Funds payable under this Contract	CONTRACTOR Co-Funding (estimated)	Total Cost
Update timing plans	\$750,000	\$175,000	\$925,000
System assessment/upgrade	\$250,000	\$995,000	\$1,245,000
Totals	\$1,000,000	\$1,170,000	<u>\$2,170,000</u>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR.

CONTRACTOR shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a copy of receipts for equipment and/or invoice(s) from subcontractor(s) performing the work.

Additional AB 2766 Discretionary Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

Minute Action

AGENDA ITEM: 7

Date: August 11, 2016

Subject:

Amendment 4 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering

Recommendation:

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

A. Approve Amendment No. 4 to Contract No. C13130 with Simon Wong Engineering, Inc. a Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$158,000.00 for a revised not-to-exceed amount of \$3,083,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$25,000.00 for a revised amount of \$372,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

On October 2, 2013, the Board of Directors approved the award of Contract No. C13130 to Simon Wong Engineering for Construction Management services for the Interstate 10 (I-10) Tippecanoe Interchange Improvement Project – Phase II in an amount not-to-exceed \$2,475,000 and a contingency amount of \$247,500.

In June 2015, the Board approved Amendment No. 1 that modified the insurance requirements.

In February 2016, due to project delays the Board approved Amendment No. 2 increasing the not to exceed amount to \$2,825,000 and increasing contingency to \$347,500.

On June 30, 2016, per Policy 11000, Amendment No. 3 was approved by the Executive Director increasing the not-to-exceed amount to \$2,925,000.

On February 12, 2015, work on the project started with a 280 working day schedule and an original completion date of February 19, 2016. The new ramps were open to the public on April 7, 2016, however as of July 27, 2016, the project is approximately 96% complete with a current completion date estimated at the end of August 2016. Delays and increases in construction management cost to the project are attributed to numerous issues including a late start by the contractor, contractor procurement and installation delays, unknown buried manmade objects (septic tanks, water line, water meters, gas lines), changes in soil conditions, utility relocation issues, weather delays, right-of-way issues, additional staff for night time inspections, extended landscape and electrical installation times and currently due to contractor extended electrical installation and testing.

Entity: CTC

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

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In May 2016, Simon Wong Engineering advised staff that due to the extended construction duration that additional funds would be needed to provide construction management services through construction completion in August 2016, plus one year Plant Establishment and project closeout. Staff has met with the consultant, reviewed their estimate of cost to complete and negotiated an increase in fee of \$158,000 for a total not to exceed amount of \$3,083,000.

Staff also recommends the contingency be increased by \$25,000 for a total contingency of \$372,500. The total not-to-exceed amount, including contingency, is \$3,455,500. The increase to this contract can be funded from savings realized in the construction phase for Phase II so that there is no net increase to the total project cost. The savings consist of \$3,000 Federal Demonstration, \$95,599 TCIF, and \$84,401 Measure I

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 Budget under Task No. 0830 Interchange Projects.

Reviewed By:

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

Responsible Staff:

Mike Barnum, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001143-C13130 Amendment No.: 4 Vendor No.: 02864
 Vendor/Customer Name: Simon Wong Engineering Sole Source? Yes No
 Description: Construction Management Services I 10 Tippecanoe Ave. IC Phase 2
 Start Date: 08/20/2014 Expiration Date: 12/31/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12196,R10200, C12183, C14164

Dollar Amount			
Original Contract	\$ 2,475,000.00	Original Contingency	\$ 247,500.00
Revised Contract (Inclusive of Prior Amendments)	\$ 2,925,000.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 347,500.00
Current Amendment	\$ 158,000.00	Contingency Amendment	\$ 25,000.00
TOTAL CONTRACT VALUE	\$ 3,083,000.00	TOTAL CONTINGENCY VALUE	\$ 372,500.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 3,455,500.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve Amendment # 4 C13130

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal 26%

Contract Management: Receivable

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

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

Additional Information

Project Manager: Mike Barnum

Attachment: C13130-04 CCS (2895 : Amendment No. 4 to C13130 Simon Wong Tippecanoe IC Phase 2)

AMENDMENT NO. 4 TO CONTRACT NO. C13130

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR I-10 TIPPECANOE AVENUE

INTERCHANGE PHASE 2 PROJECT

(SIMON WONG ENGINEERING, INC.)

This AMENDMENT No. 4 to CONTRACT No. C13130 is made by and between Simon Wong Engineering, Inc, a wholly-owned subsidiary of Kleinfelder West, Inc. (“CONSULTANT”) and the San Bernardino County Transportation Commission (“AUTHORITY”):

RECITALS:

- A. AUTHORITY, under Contract No. C13130 (“Contract”), dated August 20, 2014, has engaged the services of CONSULTANT to provide Construction Management Services for the I-10 Tippecanoe Avenue Interchange Phase 2 Project;
- B. On July 23, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 1 replacing contract language regarding insurance under Article 19.1 “Professional Liability”.
- C. On February 3, 2016 AUTHORITY and CONSULTANT entered into Amendment No. 2 increasing the not-to-exceed amount to \$2,825,000.00
- D. On June 30, 2016 AUTHORITY and CONSULTANT entered into Amendment No. 3 increasing the not-to-exceed amount to \$2,925,000.00
- E. AUTHORITY and CONSULTANT desire to further amend the Contract Allowable Cost to provide for construction management services through project closeout activities.

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

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

“5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed \$3,083,000.00, unless authorized by a contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Attachment B, which is attached herein and by this reference, incorporated in and made part of this Contract.”

2. The Recitals set forth above are incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 below.

SIMON WONG ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

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

By: _____
Robert A. Lovingood
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C13130 Amendment No. 4 [Revision 2] (2895 : Amendment No. 4 to C13130 Simon Wong Tippecanoe IC Phase 2)

Minute Action

AGENDA ITEM: 8

Date: August 11, 2016

Subject:

RFP for On Call Right of Way Advisor Services

Recommendation:

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

Approve the release of Request for Proposals (RFP) No. 16-1001545 for On-Call Right-of-Way Advisor Services for various projects of the Measure I Major Projects Program.

Background:

Since December 2002, SANBAG has utilized an on-call right-of-way advisor under contract to assist in the successful completion of the right of way certification milestone on various Measure I projects most notably, the SR 210 Corridor and I-215 North Corridor Projects. Because SANBAG does not have an in-house right-of-way manager it has relied heavily on the advisor's extensive knowledge and experience to assist in the evaluation of various right-of-way options. All aspects of the right-of-way process have been managed and monitored to protect SANBAG's interests. In the near future the current contract is set to expire. In preparation for the upcoming work load, staff has developed the RFP and Scope of Services for future Right-of-Way Advisor needs. If the Board approves the release of this RFP then staff anticipates that this contract could be awarded by the February 2017 Board of Directors meeting.

Upcoming and on-going right-of-way needs for SANBAG include the following projects (in no particular order): State Route (SR-60)/Archibald Interchange, SR-60/Central Interchange, Interstate 215/Barton Road Interchange, US 395 Phase 1 Widening, Interstate (I-10)/University Avenue Interchange, I-10/Alabama Street Interchange, I-10 Corridor Improvements, and other future projects. In addition, Right of Way close out is needed for the following projects: I-15/I-215 Devore Interchange Improvements, Bi-County HOV Gap Closure Project (I-215 Widening), I-10/Tippecanoe Interchange, Palm Avenue Grade Separation, Laurel Grade Separation, SR-210/Pepper Interchange, Hunts Lane Grade Separation, and the I-215 North Corridor. Due to the large number of projects with ongoing Right of Way activities, staff is anticipating that up to two On-Call Right of Way Advisor Services contracts may be awarded from this RFP. Besides the work load staff is considering multiple advisors in order to avoid any conflict in right of way project oversight.

While the work load is increasing in Right of Way, the assignments are varied. To sufficiently fill the project needs, staff recommends that these contracts are issued on an on-call basis. The work expected from the on call right-of-way advisors is detailed in the attached scope of services and includes, in part, advising the project development teams of the options for

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

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right-of-way certification delivery, recommending optimal approaches for delivery, reviewing schedules and monitoring progress, advising on and monitoring the overall acquisition process, and participating in the condemnation process. For condemnation, work includes attending settlement conferences, legal status meetings, interviewing expert witnesses, review of settlement requests and meeting with designers and property owners. For further details please reference the attached Scope of Services.

In an effort to continue cost effective and successful delivery of the Measure I Program, staff recommends approval of this recommendation to release this RFP for On-Call Right-of-Way Advisor Services.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Scope of Services

SANBAG, acting as the San Bernardino County Transportation Authority (SANBAG) requests Right-Of-Way Advisor Services as set forth herein.

The Right of Way Advisor services are to be provided to SANBAG concerning the right-of-way certification and post-certification activities on an as-needed basis and may include any or all of the following:

1. Serve as SANBAG'S liaison to State of California Department of Transportation (Caltrans), County of San Bernardino Real Estate Services Division, and/or Local Agencies for the delivery of the right of way phase on projects.
2. Act as SANBAG's Right-Of-Way Advisor for projects within SANBAG's Major Projects Program.
3. Provide overview (and general advice) of property acquisition procedure and practice and ensure compliance with the federal and state regulations.
4. Review project specific schedules and solutions toward achieving Right of Way Certification, completing post-certification activities, and monitoring right of way delivery.
5. Upon request, attend and participate in Project Delivery Team (PDT) meetings, Design & Right of Way Status meetings, Focus meetings, Stakeholder meetings, SANBAG Committee and Board meetings, and other meetings as necessary.
6. Meet with SANBAG, Caltrans, real estate appraisers, business valuation appraisers, machinery and equipment appraisers, property owners, attorneys, engineers and surveyors, real estate brokers, acquisition agents, and City and County staff to develop solutions to right of way related issues.
7. Advise as to the hiring of expert real estate appraisers, business valuation and goodwill appraisers, machinery and equipment appraisers, engineers, environmental studies and others as needed. Serve as the project manager for these specialty contracts.
8. Review right of way maps, descriptions, deeds and easements, design plans, title reports, contracts, schedules, project reports, cooperative agreements, environmental studies, administrative settlements, judgments, orders for possession, final orders of condemnation and other right of way related documents.

9. Review appraisals and offers to be made to property owners and assist right-of-way consultant with property negotiations, as requested.
10. Review all purchase and sale documents, possession and use documents and right-of-entry documents required for acquisition of property.
11. Provide overview (and general advice) of Eminent Domain procedure and ensure compliance with federal and state regulations.
12. Advise on Resolutions of Necessity and supporting documents required for the Resolution(s).
13. Review presentation materials to SANBAG's Board for all hearings on Resolutions of Necessity.
14. Review SANBAG Board items that are requesting approval of appraisals and authorize purchase of property.
15. Advise on complaint and necessary documents needed to obtain prejudgment possession.
16. Attend mediation hearings and trials for any portion of the right-of-way acquisition process that occurs within the court system, including but not limited to right-to-take challenges, stipulated orders for possession/judgment, and valuation.
17. Such other Right-of-Way matters as may be assigned.

Minute Action

AGENDA ITEM: 9

Date: August 11, 2016

Subject:

Caltrans Cooperative Agreement and Award for Preliminary Engineering Services for the Interstate 215 (I-215) /University Parkway Interchange Project

Recommendation:

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

A. Approve Cooperative Agreement No. 16-1001479 with Caltrans for the Project Approval and Environmental Document (PA/ED), Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases of the I-215 University Parkway 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.

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:

B. Approve award of Contract No. 16-1001359 with HDR, Inc. for Environmental and Design services for the I-215 University Parkway Interchange Project in an amount not-to-exceed \$1,500,932.00

C. Authorize the Executive Director or designee to execute Contract No. 16-1001359 subject to federal authorization for use of federal funding and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

D. Approve a 15% contingency amount for Contract No. 16-1001359 of \$225,140.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

E. Approve purchase order to HDR, Inc. for an amount not-to-exceed \$82,500.00 for early design services prior to execution of Contract No. 16-1001359.

F. Authorize the Executive Director or designee to execute Amendment No. 1 to Cooperative Agreement No. 16-1001335 with the City of San Bernardino, subsequent to General Counsel approval as to form, to update the program cost in the funding table and to allow the City to deposit its share directly to SANBAG.

Background:

Recommendation A: In November 2015, the Board approved Memorandum of Understanding (MOU) No. 15-1001217 and Cooperative Agreement No. 16-1001335 with the City of San Bernardino for the I-215 University Parkway Interchange Project. Under both agreements,

Entity: CTA, CTC

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SANBAG will lead the Project Approval and Environmental Document (PA/ED), the Plans, Specifications, and Estimates (PS&E), and Right of Way (ROW) phases of project development. SANBAG will fund 84.2% of project costs and 15.8% will be funded with City Development Impact Fees (DIF) after buy down with federal funds. The City is currently the lead agency for the Project Initiation Document (PID) phase. The Project Study Report-Project Development Study (PSR-PDS) report is anticipated for approval by Caltrans in August 2016.

Cooperative Agreement No. 16-1001479 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 and funding between the parties. Under this agreement SANBAG will be the implementing agency for the above referenced project development phases while Caltrans will be providing no-cost oversight. With the PID phase essentially completed, SANBAG is recommending approval of this agreement with Caltrans in order to proceed with preliminary design and environmental studies. The agreement also specifies that project funding will be fully a Local Agency responsibility. Cooperative Agreement No. 16-1001479 is consistent with the cooperative agreement between SANBAG and the City of San Bernardino.

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.

Recommendations B, C, D, and E: In November 2015, Staff also requested authority from the Board to begin the procurement process for design and environmental services for the Project. Staff proposed starting the procurement process early in order to be able to start the PA/ED phase as soon as the PID phase is completed. On January 21, 2016, staff released Request for Proposals (RFP) No. 16-1001359. On February 25, 2016, two proposals were received, one from HDR, Inc. (HDR) and the other from T.Y. Lin International. Staff reviewed both proposals and determined the submittals to be responsive to the RFP. A shortlist meeting was held by the evaluation panel which included representatives from SANBAG, Caltrans, and the City of San Bernardino. On March 29, 2016, both firms were interviewed and based on the final scores comprised of 40% from the proposals and 60% from the interviews, staff is recommending that the Board award Contract No. 16-1001359 to HDR. According to the evaluation panel, HDR, Inc. was scored higher than the other firm based on the following factors:

- Experience with Diverging Diamond Interchange (DDI) projects
- Specific public outreach goals identified during the interview
- Overall availability to this project
- Cohesiveness with the various key personnel on the project team

Subsequent to issuance of the Notice of Intent to Award to HDR, staff began review of the price proposal and negotiated the cost for design and environmental services for the PA/ED and PS&E phases. The contract amount of \$1,500,932.00 has been agreed to by HDR and staff and is subject to Board approval. Staff is recommending that the Board award Contract No. 16-1001359 to HDR, consistent with the recommendation made by the evaluation panel. Staff is

Board of Directors Metro Valley Study Session Agenda Item

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also recommending a 15% contingency amount of \$225,140.00 and requests that Board delegate authority to the SANBAG Executive Director or designee to release contingency as needed. The requested contingency is higher than the typical contingency amount of 10% due to risk of unforeseen additional reviews and processes since the DDI design is a new interchange configuration for California.

Contract No. 16-1001359 will be funded with Federal DEMO funds and a request for authorization will be needed to obligate the federal funds for use. Traditionally, Caltrans Local Assistance requires an approved PID to be able to submit an application to use federal funds for preliminary engineering and environmental studies. The federal funding authorization process could take up to two months as staff anticipates federal authorization in late October or early November 2016. Staff is recommending that the Board authorize the Executive Director to execute Contract No. 16-1001359 subject to federal authorization for use of federal funding and after receipt of the Caltrans Conformance Letter and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

Since there will be an approximately two to three month lag for the federal authorization process and completion of Caltrans audits, staff would like to allow the selected firm to begin work as soon as possible in order to begin project start up and preliminary activities to expedite delivery of this project. As such, a purchase order of a not to exceed amount of \$82,500, which would be funded with Measure I and City funds at 84.2% and 15.8% respectively, is being recommended.

Recommendation F: An Independent Cost Estimate (ICE) was prepared for the project which was used to program the costs in Cooperative Agreement No. 16-1001335 with the City of San Bernardino. The difference in the cost, estimated at a total project amount of \$566,267 over the ICE is attributed to additional hours for both internal and external coordination and meetings to address design features of a DDI, a higher level of effort anticipated for public outreach related to distributing information about the DDI, and additional work or effort that was not assumed in the ICE. In addition, the ICE also assumed a lower indirect rate. The increase in cost will be fully funded by the federal funds that have been programmed for the project. Once design progresses during the PA/ED phase and once potential Right of Way impacts are determined, this agreement may be amended to reflect updated right of way costs as well.

Staff is recommending approval of this amendment to the agreement. Staff is recommending that the Board authorize the SANBAG Executive Director to execute Amendment No. 1 to 16-1001335 under SANBAG Procurement Policy 11000 to update the program cost to reflect a higher amount for design and environmental services under both the PA/ED and PS&E phases. This agreement would be approved in conjunction with approval of Contract No. 16-1001359 for design and environmental services for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2016/2017 Budget.

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

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Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001479 Amendment No.: 0 Vendor No.: 00450
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: PA/ED, PS&E, and R/W Cooperative Agreement for I-215 University Avenue IC
 Start Date: 09/07/2016 Expiration Date: 09/07/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001217, 16-1001335, 16-1001359

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: 09/07/2016
 Board of Directors Action: Approve Cooperative Agreement No 16-1001479

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Paul Melocoton; No DCSS- roles and responsibilities only, neither payable nor receivable

Attachment: CSS 16-1001479 [Revision 1] (2486 : I-215 University Parkway IC:Preliminary Engineering Services and Caltrans Cooperative

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 COMMISSION.

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, *reconfigure existing interchange and ramp at University Parkway in the city of San Bernardino* 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. The following work associated with this PROJECT has been completed or is in progress:
 - COMMISSION is developing the Project Initiation Document.
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. COMMISSION 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. COMMISSION is the IMPLEMENTING AGENCY for PA&ED.
12. COMMISSION is the IMPLEMENTING AGENCY for PS&E.
13. COMMISSION 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 COMMISSION'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/NEPA Lead Agency

- 18. CALTRANS is the CEQA Lead Agency for the PROJECT.
- 19. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

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

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

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
1602 California Department of Fish and Wildlife
401, Regional Water Quality Control Board
FESA Section 7 Consultation

Project Approval and Environmental Document (PA&ED)

23. As IMPLEMENTING AGENCY for PA&ED, COMMISSION 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.
24. 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
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

25. 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)

26. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
27. 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.
28. 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.
29. COMMISSION will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
30. COMMISSION 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 COMMISSION to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
31. CALTRANS will attend all CEQA-related public meetings.
32. 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.

National Environmental Policy Act (NEPA)

33. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

34. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.
35. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
36. COMMISSION will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COMMISSION will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
37. CALTRANS will attend all NEPA-related public meetings.
38. COMMISSION will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

39. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA 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 NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA 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 NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

40. As IMPLEMENTING AGENCY for PS&E, COMMISSION 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.
41. CALTRANS will be responsible for completing the following PS&E activities:

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

42. COMMISSION 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.

COMMISSION 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)

43. As IMPLEMENTING AGENCY for R/W, COMMISSION 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.

44. CALTRANS will be responsible for completing the following R/W SUPPORT activities:

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

45. 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.
46. COMMISSION 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.
47. COMMISSION 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.
48. COMMISSION 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.
49. COMMISSION 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.
50. COMMISSION 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.

COMMISSION 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.

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

51. 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.
52. 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.
53. 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.
54. 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

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

Additional Provisions

56. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
57. 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.
58. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

59. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
66. 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.

67. 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. COMMISSION, 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.

68. 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.
69. 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.
70. COMMISSION will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
71. 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.
72. 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.
73. 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.
74. 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*.

75. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
76. 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.
77. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
78. 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.

79. COMMISSION 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. COMMISSION 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

80. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
81. All 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.

82. Neither COMMISSION 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 COMMISSION 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.
83. 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 COMMISSION, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COMMISSION under this AGREEMENT. It is understood and agreed that COMMISSION, 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 COMMISSION, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
84. 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.
85. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
86. COMMISSION will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. COMMISSION 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.
87. 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.
88. 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.

89. 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 COMMISSION will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

90. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
91. 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.
92. 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.
93. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

94. 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.
95. 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.

96. 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.
97. 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.

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

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a 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 Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

Robert A. Lovingood
Board President

Approved as to form:

Eileen Monaghan Teichert
General Counsel

FUNDING SUMMARY NO. 01

FUNDING TABLE v. 112						
IMPLEMENTING AGENCY →			COMMISSION	COMMISSION		
Source	FUNDING PARTNER	Fund Type	PRELIMINARY ENGINEERING	R/W SUPPORT	R/W CAPITAL	Totals
Federal	Commission	Sec 129 Surface Transportation Priorities*	\$ 735,000	\$ 0	\$ 0	\$ 735,000
Federal	Commission	Surface Transportation Program (STP)*	\$ 908,572	\$ 0	\$ 0	\$ 908,572
Local	Commission	Local	\$ 82,500	\$ 25,000	\$ 37,700	\$ 145,200
Totals			\$ 1,726,072	\$ 25,000	\$ 37,700	\$ 1,788,772

* Toll credit to match STP (\$104,214).

Sec 129 is 100% reimbursable

This fund type includes federal funds

Funding

1. In accordance with the Caltrans Federal-Aid Project Funding Guidelines, COMMISSION must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment*Preliminary Engineering*

2. No invoicing or reimbursement will occur for the PRELIMINARY ENGINEERING 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**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

John Bulinski
District Director

Raymond W. Wolfe
Executive Director

Date _____

Date _____

Lisa Pacheco
District Budget Manager

HQ Accounting

Attachment: 16-1001479 [Revision 1] (2486 : I-215 University Parkway IC:Preliminary Engineering Services and Caltrans Cooperative

Contract Summary Sheet

General Contract Information

Contract No: 16-1001359 Amendment No.: 0 Vendor No.: 00982
 Vendor/Customer Name: HDR Sole Source? Yes No
 Description: I-215 University Parkway Interchange Design and Environmental Services
 Start Date: 09/07/2016 Expiration Date: 09/06/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001335

Dollar Amount			
Original Contract	\$ 1,500,932.00	Original Contingency	\$ 225,140.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,500,932.00	TOTAL CONTINGENCY VALUE	\$ 225,140.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,726,072.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve Contract No. 16-1001359

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 11%

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

Attachment: CSS 16-1001359 (2486 : I-215 University Parkway IC:Preliminary Engineering Services and Caltrans Cooperative Agreement)

ATTACHMENT A - SCOPE OF WORK

RFP No. 16-1001359

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority (“SANBAG”), is seeking professional services for the development of a Project Report (PR), Environmental Document (ED), and Plans, Specifications and Estimate (PS&E) for the Interstate 215 (I-215) University Parkway Interchange Project (“Project”) in the City of San Bernardino (EA 0E420). Federal funds, SANBAG Sales Tax Measure I Funds, and City Funds may be used to cover the cost of the preparation of the PR, ED and PS&E. Construction is anticipated to be funded by local and federal funds.

The I-215 University Parkway Interchange is located along I-215 at Postmile 11.63, approximately 1.6 miles north of the I-215/SR-210 Interchange. The project would reduce congestion, improve local traffic along University Parkway, and improve freeway access. The project proposes to improve freeway ramp intersections and local traffic geometry.

Preliminary Engineering Services as part of the preparation of the PR are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), and preparation of various engineering reports.

Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Prior to initiation of the environmental studies, scoping and early analysis of build alternatives and refinement of the purpose and need of the project will be required.

After environmental approval, the PS&E phase will commence. PS&E services include Right-of-Way (ROW) and construction management support.

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, and City of San Bernardino (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.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PR, ED, and PS&E for a Diverging Diamond build alternative.
- C. The deliverables list for the PR, ED and PS&E will be refined during the

- initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
 - E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
 - F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG immediately.
 - G. The design will be prepared in English units.
 - H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
 - I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
 - J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SANBAG templates and shall contain all required information.
 - K. 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.
 - L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. One build and one no-build alternative will be evaluated in the PR and ED to address the operational deficiencies of the Project.
- B. There will be three meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- C. 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 electronic files.
- D. Assume one peer review and two Caltrans reviews for each major deliverable. Twenty (20) hard copies are assumed for each major deliverable.
- E. The NEPA Environmental Document is assumed to be a Categorical Exclusion (CE) and the CEQA Environmental Document is assumed to be a Categorical Exemption (CE).
- F. Public outreach efforts will include collateral materials or electronic media with information about the DDI configuration.
- G. There will be no enhancements, improvements, widening, or the addition of auxiliary, nor acceleration / deceleration lanes along the I-215, or any other work on the freeway mainline.
- H. The existing bridge and existing abutment walls will remain in place and will not be modified.
- I. Formal landscaping or aesthetic betterments will be not be included as part of the design.

Task 100 Project Management

SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SANBAG Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the cost proposal and schedule.

TASK 2.100.10 - PROJECT MANAGEMENT

2.100.10 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SANBAG, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SANBAG and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SANBAG Project Manager.

Deliverables:

- *Monthly Progress Reports*

2.100.10-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SANBAG, and shall conduct meetings and coordination with other stakeholders, including Caltrans, City, and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, Communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

2.100.10-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider SANBAG peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Quality Control/Quality Assurance (QA/QC) Plan and a Risk Management Plan following SANBAG format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SANBAG administrative policies and procedures.

Deliverables:

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT**Task 2.160.05 Review Updated Project Information**

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but are not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate the collected materials and information into the Project Master File.

Deliverables:

- *Project Records Files*

Task 2.160.10 Engineering Studies

CONSULTANT shall perform all necessary Engineering Studies and preliminary design work required for the preparation of a Project Report, development and refinement of viable Project Build Alternatives, selection of the preferred alternative, and initiation of final design efforts. All engineering studies performed and reports prepared shall meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual, and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.10-1 Traffic Studies

CONSULTANT will prepare a Draft Traffic Analysis Assumptions and Methodologies Memorandum. The memorandum will contain a list of assumptions and recommended methodologies to use for traffic forecasting and operations analysis. CONSULTANT will prepare the Final Memorandum to memorialize work to be accomplished in the traffic analysis.

CONSULTANT shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, CONSULTANT shall perform supplemental traffic forecasting and modeling. Future traffic projections should include data for intersections, highway mainline, and interchange ramps. Utilizing traffic forecasts, CONSULTANT shall perform a traffic capacity/operational analysis for each build alternative. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. CONSULTANT shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Deliverables:

- *Traffic Methodology Memorandum*
- *Traffic Report*

Task 2.160.10-2 Hydraulics/Hydrology Studies

CONSULTANT shall perform on-site Hydraulics/Hydrology studies to analyze on-site storm water flows for the project build alternative. CONSULTANT shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Deliverables:

- *Hydrology Report (on-site)*
- *Storm Water Data Report (short form)*

Task 2.160.10-3 Right of Way Data Sheets

CONSULTANT shall assess project ROW requirements by obtaining ROW information

and preparing ROW data sheets for the build alternative. This task shall include preliminary utility location work which includes, but not limited to, review of utility as-build plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Deliverables:

- *ROW Data Sheet*

Task 2.160.10-4 Preliminary Materials Report

CONSULTANT shall prepare a Preliminary Materials Report which shall provide recommendations for pavement structure recommendations, pavement type, proposed pavement design life and corrosion studies if culverts are proposed. Results of this assessment will be used as basis for estimating project construction costs.

Deliverables:

- *Materials Report*
- *Pavement Life Cycle Cost Analysis*

Task 2.160.15 Draft Project Report

CONSULTANT shall prepare a Project Report following the Caltrans format. The Project Report shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of non-standard features shall be closely coordinated with the SANBAG Project Manager and designee to confirm acceptability by the SANBAG.

Deliverables:

- *Draft Project Report*
- *Fact Sheet for Mandatory and Advisory Design Exception*
- *Truck Turning Template Exhibits*

Task 2.160.45 GADs, Base Maps and Plan Sheets for PA&ED Development

CONSULTANT shall prepare the geometric approval drawings (GADs) for the locally preferred build alternative. GADs shall include horizontal and vertical alignments, cross sections, and typical sections. Preparation of the GADs shall be performed in close coordination with Caltrans Design staff. CONSULTANT will be responsible for completion and approval of the GADs by Caltrans in a manner where there is sufficient time to proceed with the circulation of the Environmental Document and approval of the Project Report within the project schedule. One workshop and two formal submittals to Caltrans are assumed for this deliverable.

Deliverables:

- *GADs*

TASK 2.165 – ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

Task 2.165.10 General Environmental Studies

CONSULTANT shall perform general environmental studies to support the evaluation of the Project Build Alternatives and, if necessary, to support the environmental determination made under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report shall be performed in consultation with the SANBAG Project Manager or designee. All environmental studies performed and reports prepared shall meet Caltrans requirements according to the Standard Environmental Reference site (SER) and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.165.10-2 Visual Impact Analysis

CONSULTANT shall perform a visual impact analysis (Minor VIA) will be referenced in the environmental document. Up to two visual viewpoints may be presented. This task may include coordination with local agencies, citizens groups, and business groups related to community design and scenic issues. Discussions and negotiations with external parties as part of this task shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Visual Impact Analysis – Minor VIA*

Task 2.165.10-3 Noise Study

CONSULTANT shall perform noise studies to assess potential noise impacts to adjacent sensitive receptors. This task shall include identification of sensitive receptors, collection of pertinent noise data and other relevant information such as local noise ordinance requirements, perform noise modeling, and preparation of a Noise Study Report. If there are no sensitive receivers that could be affected by traffic related noise as part of the project, CONSULTANT shall prepare a brief noise technical memorandum that will be referenced in the environmental document.

Deliverables:

- *Noise Study Report*

Task 2.165.10-4 Air Quality Study

CONSULTANT shall perform air quality studies to assess potential air quality impacts. This task shall include identification of sensitive receptors, collection of pertinent air quality data, perform micro-scale modeling to predict future pollutant concentrations with the no-build and build alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional and air quality agencies to obtain concurrence in the conformity status of the project, and preparation of an Air Quality Study Report. If necessary, CONSULTANT may prepare an Air Quality Conformity Report.

Deliverables:

- *Air Quality Study Report*

Task 2.165.10-5 Paleontology Study

CONSULTANT shall perform a paleontology study to identify and evaluate potential impacts to paleontological resources in the project area. This task shall include an assessment of the project area's potential to contain significant paleontological resource through literature search of paleontological resources in the region, if necessary, consultation with paleontologists with expertise in the region, and preparation of a Paleontological Identification Report (PIR). If necessary, CONSULTANT may prepare a Paleontological Evaluation Report (PER) and a Paleontological Monitoring Plan (PMP).

Deliverables:

- *Paleontological Identification Report*

Task 2.165.10-6 Hazardous Waste Initial Site Assessment

CONSULTANT shall perform a hazardous waste assessment to identify and evaluate the potential for Recognized Environmental Conditions (REC) that occur in the project area. This task shall include a literature search and review of historic information, interagency coordination with the appropriate agencies, field studies, and preparation of an Initial Site Assessment (ISA) report.

Deliverables:

- *Initial Site Assessment Report*

Task 2.165.10-7 Water Quality Study

CONSULTANT will complete a Scoping Questionnaire for Water Quality Issues . The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated on-site storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer as part of the hydrology report.

Deliverables:

- *Scoping Questionnaire for Water Quality Issues*

Task 2.160.15 Biological Studies

CONSULTANT shall perform biological studies to assess potential impacts to biological resources in the project area. Biological studies perform shall support the environmental determination made in the Environmental Document and shall be used to demonstrate with all applicable biological related laws, regulations, and requirements, including but not limited to, the Federal Endangered Species Act, California Endangered Species Act, Clean Water Act, and the Department of Fish and Game Code. All biological studies performed and reports prepared shall meet Caltrans requirements

according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Task 2.160.15-1 Natural Environment Study

CONSULTANT shall perform a general biological study to identify biological resources that could be affected by the project. This task shall include a literature search, interagency coordination with the appropriate agencies, field studies, and preparation of a Natural Environment Study (NES) report. Biological studies shall address natural communities and habitat, plant and animal species, and federally and state listed species. If necessary, CONSULTANT may conduct informal consultation with appropriate regulatory agencies. Discussions and negotiations with external agencies as part of this task shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Natural Environment Study Report*

Task 2.165.20 Cultural Resources Studies

CONSULTANT shall perform cultural resources studies to assess potential impacts to archaeological and historic resources in the project area. Cultural studies performed shall support the environmental determination made in the Environmental Document. This task shall include preparation of an Area of Potential Effects (APE) map, archaeological resources studies, assessment of the built environment, Native American consultation, and preparation of a Historic Properties Survey Report (HPSR). All cultural studies performed and reports prepared shall meet Caltrans requirements according to the SER and other pertinent Caltrans guidance. CONSULTANT will be responsible for obtaining any right of entry permits required for field work.

Deliverables:

- *Historic Resources Compliance Report*

Task 2.165.25 Environmental Document

Task 2.165.25-2 Public Outreach

CONSULTANT shall provide Public Outreach services and shall take the lead in providing the public notice about the project and coordinating one public meeting if necessary. CONSULTANT shall provide all Public Outreach collateral materials including notices, handouts, and exhibits. CONSULTANT may serve as initial point of contact for public inquiries and shall be expected to maintain a Public Outreach file, which shall include a project mailing list, correspondence log, and records of public meeting. Public Outreach shall be performed in consultation with the SANBAG Project Manager or designee and the SANBAG's Public Information Officer (PIO).

Deliverables:

- *Public Outreach collateral materials/Electronic Media*
- *Public Outreach File*

TASK 2.170 – PERMITS & AGREEMENTS

Task 2.170.05 Determine Required Permits & Task 2.170.10 Obtain Permits

CONSULTANT shall perform work to identify and obtain all necessary permits and agreements needed for project construction. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application, and submitting the permit. CONSULTANT is responsible for identifying and obtaining all permits that are required to complete the project construction. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SANBAG Project Manager or designee.

Deliverables:

- *Various Construction Permits*

TASK 3.180 – PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS

Task 3.185-1 Mapping and Surveys

CONSULTANT shall perform survey control work and engineering surveys necessary to produce the mapping for final design. CONSULTANT shall perform the necessary work to establish the project design file and CADD base maps. CONSULTANT will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. CONSULTANT will be responsible for obtaining any right of entry permits required for field survey work.

Deliverables:

- *Design Base Maps*

Task 3.185-2 Right Of Way Requirements

CONSULTANT shall perform the work necessary to determine the right of way needs and prepare maps for use in the Right Of Way (ROW) process. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

Deliverables:

- *ROW Requirements Map*
- *Utility Conflicts Map*

TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Task 3.230-1 Draft Plans

CONSULTANT shall prepare the Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the PS&E plans set shall include preparation of the following roadway engineering sheets:

- | | |
|--|-------------------------------------|
| - Title Sheet | - Typical Cross Sections |
| - Roadway/Geometric Layouts | - Profile and Superelevation Sheets |
| - Construction Details | - Contour Grading Plans |
| - Summary of Quantities | - Stage Construction Plans |
| - Traffic Handling Plans | - Irrigation Plans |
| - Utility & Utility Relocation Plans | - Drainage Plans |
| - Signing and Pavement Delineation Plans | - Electrical Plans |

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SANBAG for peer review prior to submittal to Caltrans. CONSULTANT shall notify the SANBAG's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

Deliverables:

- 65% Plans
- 95% Plans

Task 3.230-2 Draft Specifications and Quantities and Estimates

CONSULTANT shall prepare the Specifications and Special Provisions and PS&E Quantities and Estimates for the project following the Caltrans Standard Specifications. CONSULTANT shall notify the SANBAG's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

Deliverables:

- *Draft Standard Special Provisions*

Task 3.230-3 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) checklist in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

Deliverables:

- *Transportation Management Plan (checklist)*

TASK 3.255 – PREPARE FINAL PS&E PACKAGE

Task 3.225-1 Final PS&E Package

This task includes the distribution of the PS&E package for final review by the Caltrans, the SANBAG, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SANBAG summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

Deliverables:

- *Final PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

Task 3.225-2 Resident Engineer File and Supplemental Materials

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- | | |
|--|-------------------------------------|
| - Geotechnical Information Handout | - Materials Information Handout |
| - Construction Staking Package and Control | - Project Controls for Construction |
| - Grid Grades | - Construction Permits |

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS

Task 3.260-1 Draft Contract

CONSULTANT shall assist the SANBAG in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall assist SANBAG to develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

Deliverables:

- *BEES List for Draft Construction Contract Package*

Contract Summary Sheet

General Contract Information

Contract No: 16-1001335 Amendment No.: 1 Vendor No.: 1901
 Vendor/Customer Name: City of San Bernardino Sole Source? Yes No
 Description: I-215 University Parkway Interchange Cooperative Agreement for PA/ED, PS&E, and ROW
 Start Date: 11/04/2015 Expiration Date: 12/28/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001217, 16-1001359

Dollar Amount			
Original Contract	\$ 242,942.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 242,942.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 242,942.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve Amendment 1 to Cooperative Agreement No. 16-1001335

Contract Management: Payable/Miscellaneous

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

X Contract Management: Receivable

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

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

Additional Information

Project Manager: Paul Melocoton No DCSS; Amendment does not change contract amount with City

Attachment: CSS 16-1001335-01 [Revision 1] (2486 : I-215 University Parkway IC:Preliminary Engineering Services and Caltrans Cooperative

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 16-1001335

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED), PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), AND RIGHT OF WAY (ROW) PHASES FOR THE INTERCHANGE AT UNIVERSITY PARKWAY AND INTERSTATE 215 (I-215) IN THE CITY OF SAN BERNARDINO

This Amendment No. 1 to Cooperative Agreement No. 16-1001335 is made by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of San Bernardino (CITY). The AUTHORITY and CITY are collectively known as PARTIES.

RECITALS:

- A. PARTIES entered into Cooperative Agreement No. 16-1001335 in November 2015 to define roles and responsibilities and funding for improvements to the interchange at University Parkway and I-215 in the limits of the City of San Bernardino (PROJECT); and
- B. AUTHORITY initiated procurement for environmental and design services for the PA/ED and PS&E phases and is currently negotiating the scope and cost for professional services; and
- C. The estimated cost of the PA/ED and PS&E phases has increased; and
- D. PARTIES desire to amend the agreement to allow CITY to deposit its share directly to AUTHORITY.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the PARTIES agree to the following:

- 1. Delete Section III (AUTHORITY RESPONSIBILITIES), Article C in its entirety and replace with the following:
 - C. To Provide CITY monthly copies of payments processed from the CITY's deposit amount described in Section IV, Article C.

2. Delete Section IV (CITY RESPONSIBILITIES), Article B in its entirety.
3. Delete Section IV (CITY RESPONSIBILITIES), Article C in its entirety and replace with the following:
 - C. To pay AUTHORITY a deposit of the full amount of the CITY's estimated share towards the PA/ED, PS&E, and ROW phases of the PROJECT cost and for AUTHORITY's Project Management as shown in Attachment A-1 within thirty (30) calendar days after AUTHORITY invoices CITY. AUTHORITY 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 will be returned to CITY.
4. Replace "Attachment A" with the attached revised "Attachment A-1".
5. Replace all references to "Attachment A" in the Agreement with reference to "Attachment A-1".
6. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.
7. All other provisions of Cooperative Agreement No. 16-1001335 shall remain in full force and effect and are incorporated into this Amendment.
8. This Amendment No. 1 is effective on the date signed by AUTHORITY.
9. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 1 below.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF SAN BERNARDINO

By: _____
Raymond W. Wolfe
Executive Director

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

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: 16-1001335-01 [Revision 2] (2486 : I-215 University Parkway IC:Preliminary Engineering Services and Caltrans Cooperative

Attachment A

Project Scope:

Improve traffic operations at the I-215 University Parkway Interchange by improving freeway access to I-215 and improving local traffic flow on University Parkway. An alternative being evaluated is to reconstruct the existing ramp intersections at the interchange into a Diverging Diamond Interchange (DDI) configuration. Further study will determine the final configuration and design of the interchange improvements.

Project Cost Estimate and Funding Shares:

Public Share: 84.2%

Development Share/ Local Share: 15.8%

Phase	Estimated Cost ^{1,2}	Buy-Down Funds ³	Public Share	Development Share
Project Approval and Environmental Document (PA/ED)	\$1,022,216	\$939,716	\$69,465	\$13,035
Design (PS&E)	\$703,856	\$703,856	\$-	\$-
Right of Way (ROW)	\$62,700	\$-	\$52,793	\$9,907
SANBAG Oversight	\$220,000	\$-		\$220,000
TOTAL	\$2,008,772	\$1,643,572	\$122,258	\$242,942

¹ Estimated cost assumes DDI configuration and analysis of one alternative only.

² Project costs that are not federally reimbursable will be split according to the Nexus Study Share.

³ In accordance with SANBAG Board action on 9/4/2013, buy-down funds include up to \$5,000,000 of Federal Surface Transportation Program Funds and \$735,000 of Surface Transportation Priorities Sec 129 Funds.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project Approval and Environmental Document (PA/ED)	(9/2016)
Environmental Approval	(12/2017)
Design Approved and ROW Certified	(12/2018)

Milestone assumed DDI configuration and analysis of one alternative only. Anticipated environmental document is a Categorical Exemption/Categorical Exclusion.

Minute Action

AGENDA ITEM: 10

Date: August 11, 2016

Subject:

State Route 210 Base Line Interchange Project

Recommendation:

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

A. Approve Second Amended and Restated Cooperative Agreement No. C13027 (C13027-04) with the City of Highland for the delivery of the Planning, Environmental, Design and Right of Way phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Right of Way phase roles and responsibilities and increases project funding by \$2,864,000, including an additional \$1,663,984 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$1,200,016 in City of Highland funds, for a new funding total of \$5,838,780.

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

B. Approve Second Amended and Restated Cooperative Agreement No. C13027 (C13027-04) with the City of Highland for the delivery of the Planning, Environmental, Design and Right of Way phases of the State Route 210 (SR-210) Base Line Interchange Project, which adds in the Right of Way phase roles and responsibilities and increases project funding by \$2,864,000, including an additional \$1,663,984 in SANBAG Measure I Valley Freeway Interchange Program funds and an additional \$1,200,016 in City of Highland funds, for a new funding total of \$5,838,780.

Background:

The SR-210 Base Line Interchange project is the second highest priority in the Measure I 2010-2040 Freeway Interchange Program. The SR-210 Base Line Interchange project, in the City of Highland, includes widening of the Base Line overcrossing at SR-210 along with additional ramp widening improvements for the northbound on-ramp, northbound off-ramp and southbound on-ramps. The project is currently in the Project Study Report/Project Report (PSR/PR) phase. The Draft Environmental Document was circulated for public review between May 9, 2016, and June 7, 2016. Comments from the public review are now being evaluated for incorporation into the Final Environmental Document which has an anticipated approval in October of this year.

At the December 2015 Board of Directors meeting, Cooperative Agreement No. 15-1001230 with Caltrans for Design and Right of Way (ROW) phases was approved. Also at the December 2015 meeting, the Board of Directors approved an Amended and Restated Cooperative

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

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Agreement No. C13027 with the City of Highland to include the Design phase. In order to move forward with the project, Cooperative Agreement No. C13027 now needs to be Amended and Restated to include the ROW phase to allow commencement of the Right of Way acquisition process. This amendment defines roles, responsibilities, and funding, specifying SANBAG as the lead agency for ROW acquisition and that SANBAG will hear the Resolutions of Necessity.

At the June 2016, Board of Directors meeting, a Design Contract was awarded to AECOM Technical Services for the preparation of Plans, Specifications and Estimate (PS&E) and ROW Engineering Services to allow for “at-risk” design to begin since the project features only one build alternative. ROW acquisitions will not begin prior to the Final Environmental Document Approval.

The Amended and Restated Cooperative Agreement with the City of Highland adds the work efforts and funding for the ROW phase. It also provides additional Project Management funding for this added ROW phase. This added work will be funded with Measure I Valley Fund Interchange Freeway Program Funds (Public Share) and City of Highland funds (Local Share), consistent with the SANBAG Nexus Study and as shown in TABLE 1.

Table 1

PHASE	TOTAL	PUBLIC SHARE	DIF SHARE
PSR/PR & ED	\$1,252,982	\$727,983	\$524,999
PS&E	\$1,507,500	\$875,858	\$631,642
Right of Way	\$2,814,000	\$1,634,934	\$1,179,066
Project Management	\$264,298	\$153,557	\$110,741
Total	\$5,838,780	\$3,392,332	\$ 2,446,448

A Memorandum of Understanding (MOU) No. C13070 was executed on February 6, 2013, with the City of Highland. This MOU indicated an estimated total project cost of \$15,287,280 based on initial conceptual engineering. The funding in this Cooperative Agreement Amendment exceeds the funding identified in the MOU for the ROW phase by \$2,615,000. This ROW phase increase is due to sliver ROW acquisitions that were not anticipated when the MOU was prepared. In addition, as the preliminary engineering phase has progressed, the project cost estimates have been further developed and currently reflect a total estimated project cost of \$28,165,836. The increased cost is attributed to new ROW requirements, incorporating current Caltrans standards, additional cost escalations due to delay in obtaining environmental clearance and additional design elements which were not detailed out in conceptual engineering, such as ramp metering, additional turn lanes based on traffic studies and retaining walls. An amendment to the MOU will be presented at a future Board of Directors meeting incorporating the current total project cost.

Board of Directors Metro Valley Study Session Agenda Item

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Staff is recommending Board approval of the Amended and Restated Cooperative Agreement No. C13027 (C13027-04) with the City of Highland for the delivery of the Planning, Environmental, Design and Right of Way phases of the SR-210 Base Line Interchange Project.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2016/2017 budget under Project No. 0803 under task 0830.

Reviewed By:

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

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1000791-C13027 Amendment No.: 4 Vendor No.: 01011
 Vendor/Customer Name: City of Highland Sole Source? Yes No
 Description: SR-210 Base Line Interchange Cooperative Agreement
 Start Date: 02/06/2013 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13070, C13114, C12137, 16-1001330, 15-1001230, 15-1001231

Dollar Amount			
Original Contract	\$ 434,620.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 1,246,433.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 1,200,015.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,446,448.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,446,448.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: C13027-04_CSS (2503 : 210 Base Line Interchange - R/W Coop)

**SECOND AMENDED AND RESTATED
COOPERATIVE AGREEMENT NO. C13027 (C13027-04)**

BETWEEN

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

AND

CITY OF HIGHLAND

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

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

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

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

WHEREAS, the PROJECT cost for the Planning, Environmental, PS&E and ROW phases is estimated at \$5,838,780 which shall be funded with 41.9% Development Fair Share funds provided by CITY and 58.1% Public Share funds provided by SANBAG, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

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

WHEREAS, AMENDMENT NO. 1 TO AGREEMENT C13027 (C13027-01) dated August 27, 2013, modified the scope of the Project Initiation Documents to include a combined Project Study Report-Project Report (PSR-PR) in lieu of a Project Approval and Environmental Document (PA&ED); and

WHEREAS, AMENDMENT NO. 2 TO AGREEMENT C13027 (C13027-02) dated June 18, 2015, modified the terms of the Agreement to extend the expiration date to December 31, 2016; and

WHEREAS, AMENDED AND RESTATED AGREEMENT C13027 (C13027-03) dated December 9, 2015, modified the scope of the Agreement to include the PS&E phase; and

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

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

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

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

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

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

I. SANBAG RESPONSIBILITIES

SANBAG agrees:

- A. To be lead agency for PROJECT Management and to diligently undertake and complete the Planning, Environmental, PS&E and ROW work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SANBAG’s Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the cost of PROJECT Management, and Planning, Environmental, PS&E and ROW phases of the PROJECT in an amount not to exceed \$3,392,332 (the Public Share amount) as shown in Attachment AR-01. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment AR-01,

however, under no circumstances is the total combined SANBAG contribution to exceed \$3,392,332 without an amendment to this Agreement.

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

- K. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SANBAG for the actual costs incurred estimated at \$2,446,448 towards the PROJECT Management, and Planning, Environmental, PS&E and ROW phases of the PROJECT as shown in Attachment AR-01. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment AR-01, however, under no circumstances is the total combined CITY contribution to exceed \$2,446,448 (the Development share amount) without an amendment to this Agreement.
- B. To reimburse SANBAG within 30 days after SANBAG submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by SANBAG. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of SANBAG performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E and ROW documents within two weeks of receiving the review request from SANBAG.
- F. To provide any CITY permits, inspections, reviews, and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG for the work of the PROJECT.
- G. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the Agreement.
- H. To accept all PROJECT acquired rights-of-way located within CITY's jurisdictional boundaries upon completion of construction. The City Council of Highland, 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.

- I. To provide 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.
- J. 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.

III. MUTUAL RESPONSIBILITIES AND AGREEMENT

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that any federal or state funds that are classified as funds that buy down the total cost of the PROJECT, per San Bernardino Valley Subarea (VS) Measure I 2010-2040 Strategic Plan Policy 40001.IV.I.1, are used, the Parties acknowledge the federal or state funds will be used to reduce Development Share and Public Share, as defined in Attachment AR-01, proportionally. In addition, in the event SANBAG determines PROJECT Management, and Planning, Environmental, PS&E and ROW work may exceed the total amount identified in Attachment AR-01 of this Agreement, SANBAG shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the total amount identified in this Agreement absent a written amendment that is approved by all Parties.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by SANBAG for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in any phase of work, the Parties acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the Party that determines it is unable to move forward with the PROJECT. If it is mutually decided that the PROJECT will not move forward then repayment of any federal funds used for Public Share will be the responsibility of SANBAG and any federal funds used for the Local Share will be the responsibility of CITY.

- E. Neither SANBAG nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG and under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG or their officers, directors, employees, agents, volunteers and contractors under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.
- G. This Agreement will terminate upon completion of (1) SANBAG's management of the Planning, Environmental, PS&E and ROW phases of the PROJECT, PROJECT closeout and reimbursement of eligible costs by CITY to SANBAG, or (2) December 31, 2020, whichever is earlier in time, unless otherwise extended by agreement, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.
- H. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- I. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- J. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- K. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- L. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- M. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- N. If any clause or provisions of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- O. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- P. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- Q. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- R. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- S. This Agreement may be signed in counterparts, each of which shall constitute an original.
- T. Attachment AR-01 listing the Project Description and Project Funding Table is attached to and incorporated into this Agreement.
- U. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

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

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

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

SIGNATURES ON FOLLOWING PAGE:

Attachment: C13027-04_210 Base Line City Coop [Revision 2] (2503 : 210 Base Line Interchange - R/W Coop)

**SIGNATURE PAGE TO SECOND AMENDED and RESTATED
COOPERATIVE AGREEMENT NO. C13027-04**

BETWEEN

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

and CITY OF HIGHLAND

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HIGHLAND

By: _____
Robert A. Lovingood
President, Board of Directors

By: _____
Larry McCallon, Mayor
City of Highland

Date: _____

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

APPROVED AS TO FORM

By: _____
Robert A. Lovingood
President, Board of Directors

By: _____
Craig Steele
City Attorney

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Procurement Manager

Attachment: C13027-04_210 Base Line City Coop [Revision 2] (2503 : 210 Base Line Interchange - R/W Coop)

Attachment AR-01

PROJECT DESCRIPTION

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

PROJECT FUNDING TABLE

Public Share: 58.1%

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

Local Jurisdictional Split of the DIF Share: HIGHLAND 100%

PHASE	TOTAL	PUBLIC SHARE	DIF SHARE
PSR/PR & ED	\$1,252,982	\$727,983	\$524,999
PS&E	\$1,507,500	\$875,858	\$631,642
Right of Way	\$2,814,000	\$1,634,934	\$1,179,066
Project Management	\$264,298	\$153,557	\$110,741
Total	\$5,838,780	\$3,392,332	\$ 2,446,448

Attachment: C13027-04_210 Base Line City Coop [Revision 2] (2503 : 210 Base Line Interchange - R/W Coop)

Attachment B

CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND, CALIFORNIA 92346

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 Highland, 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 Highland

Attachment: C13027-04_210 Base Line City Coop [Revision 2] (2503 : 210 Base Line Interchange - R/W Coop)

Minute Action

AGENDA ITEM: 11

Date: August 11, 2016

Subject:

SR210/Base Line Avenue Term Loan Agreement with the City of Highland

Recommendation:

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

Approve Contract No. 16-1001555, a term loan agreement in amount not to exceed \$800,010 with the City of Highland for the Right of Way Phase of the State Route 210/Base Line Interchange Project.

Background:

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

To date, there have been four modifications to the Contract:

- Amendment 1 dated August 27, 2013, modified the scope of the contract to include a combined Project Study Report-Project Report (PSR-PR) in lieu of PA&ED.
- Amendment 2 dated June 18, 2015, extended the expiration date to December 31, 2016.
- Amendment 3 dated December 3, 2015, identified the funding responsibilities and a request that SANBAG provide project management services for the PSR-PR and Environmental Document (ED) and Plans, Specifications and Estimate (PS&E) phases of the project. In that amendment, the cost for these phases is estimated at \$2,974,780, which is to be funded with 41.90% Development Impact Fees (DIF) funds provided by the City and 58.10% public share funds provided by SANBAG from the Valley Interchange Program. The DIF share of the PSR-PR, ED and PS&E phases is estimated to be \$1,246,433 with \$252,822 having already been paid to SANBAG, leaving a balance of \$993,611.
- Amendment 4 is subject to approval by the Board of Directors at their September 7, 2016, meeting. The agreement identifies the funding responsibilities and contains a request that SANBAG provide project management services for the Right of Way (ROW) phase of the project. The cost for this phase is estimated at \$2,864,000, which is to be funded with 41.90% DIF funds provided by the City and 58.10% public share funds provided by SANBAG from the Valley Interchange Program. The DIF share of the ROW phase is estimated at \$1,200,015.

Entity: CTA

Board of Directors Metro Valley Study Session Agenda Item

August 11, 2016

Page 2

In February 2016, the SANBAG Board approved Contract No. 16-1001330, a term loan agreement in an amount not to exceed \$662,407 with the City of Highland for the PSR-PR and PS&E phases of the project.

The City has now requested that SANBAG loan the City two-thirds of its estimated local DIF share for the ROW phase of the project. The City's one-third deposit of the DIF share due upon the Effective Date of the Agreement is \$400,005. SANBAG's loan of two-thirds of the DIF share balance is \$800,010 and will be paid from the City's Major Street Program - Arterial funds. There will be a \$2,750 loan fee assessed for processing of this agreement.

The City has also indicated that they anticipate in the future they will request a loan for up to two-thirds of the DIF share of the construction phase.

The loan follows the established Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005/VFI-23.2 and loan template approved by the Board July 7, 2014. As project costs are incurred, SANBAG will send an invoice to the City identifying two-thirds of the City's ROW cost incurred to date and concurrently deduct an amount equal to the invoiced amount from the City's Major Street Program funds, which will then be applied to the ROW project cost under Task 0803.

On an annual basis, the City shall transfer to SANBAG all Uncommitted DIF collected in the prior Fiscal Year until the Loan Amount is paid in full. The total of Committed DIF as identified in Exhibit B is \$16,105,000. The City has indicated that they anticipate significant DIF in the future from proposed development and anticipate repayment of this loan and any future loan for the SR210/Base Line Project within the ten years specified in the loan agreement.

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

Financial Impact:

This item is consistent with the Fiscal Year 2016/2017 Budget.

Reviewed By:

The 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:

Ellen Pollema, Management Analyst II

Approved
Board of Directors Metro Valley Study Session
Date: August 11, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001555 Amendment No.: _____ Vendor No.: 01011
 Vendor/Customer Name: City of Highland Sole Source? Yes No
 Description: SR210/Baseline Term Loan Agreement for ROW Phase
 Start Date: 09/07/2016 Expiration Date: 06/30/2040 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C13027, 16-1001330

Dollar Amount			
Original Contract	\$802,760	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment		Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$802,760	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$802,760

NOTE: Includes \$2,750 loan fee.

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 09/07/2016
 Board of Directors Action: Approve term loan agreement amendment 16-1001330-01

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Ellen Pollema

Attachment: 16-1001555 CSS [Revision 10] (2866 : SR210/Base LineTerm Loan Agreement)

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM

TERM LOAN AGREEMENT

(Policy 40005 VFI 23-2)

CITY OF HIGHLAND

STATE ROUTE 210/BASE LINE INTERCHANGE PROJECT

CONTRACT 16-1001555

This Term Loan Agreement, nominally dated September 7, 2016, is entered into on the Effective Date by and between the City of Highland, a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On December 5, 2012, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On February 6, 2013, Borrower and Lender entered into Contract No. C13027 setting forth the funding and other obligations of Borrower and Lender for the Preliminary Engineering and Environmental Document (PA&ED) Phase of the State Route 210/Base Line Interchange Project (Project) in the City of Highland.
- C. On September 4, 2013, Borrower and Lender entered into Amendment No. 1 to C13027 delineating roles, responsibilities and funding commitments relative to the preparation of the Project Study Report/Project Report for the Project.
- D. On June 18, 2015, Borrower and Lender entered into Amendment No. 2 to C13027 extending the termination date to December 31, 2016.
- E. On February 3, 2016, Borrower and Lender entered into Amendment No. 3 to C13027 restating the roles, responsibilities and funding commitments relative to the Planning, Environmental (PA&ED) and Plans, Specifications and Estimate (PS&E) Phases.
- F. On September 7, 2016, Borrower and Lender entered into Amendment No. 4 to C13027 restating the roles, responsibilities and funding commitments relative to the PA&ED, PS&E and Right of Way (ROW) Phases.

G. Under Contract No. C13027 Borrower is obligated to fund its Local Share of estimated PA&ED, PS&E, and ROW Phase Costs (defined below) in an amount not to exceed \$2,446,448.

H. Under Contract No. 16-1001330 Lender loaned Borrower two-thirds of its estimated Local Share of the PA&ED and PS&E Phase Costs, less \$252,822 that had been paid through Fiscal Year 2014/2015, in an amount not to exceed \$662,407.

I. Borrower has now requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (defined below) (under the terms of sub-policy VFI-23-2) in an amount not to exceed \$800,010.

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

ARTICLE ONE--DEFINITIONS

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

Agreement means this Term Loan Agreement, nominally dated September 7, 2016, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the date as described in Section 3.9.

Borrower means the City of Highland, a California city and municipal corporation.

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

Contract No. C13027 means the Contract between the City of Highland and the San Bernardino County Transportation Authority for the PA&ED, PS&E and ROW Phases of SR210/Base Line Interchange Project, as amended by Amendments 1, 2,3 and 4.

Contract No. 16-1001330 means the Term Loan Agreement between the City of Highland and the San Bernardino County Transportation Authority for two-thirds of the Local Share of the the PA&ED and PS&E Phase Costs in an amount not to exceed \$662,407.

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

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

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

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

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

Lender means the San Bernardino County Transportation Authority.

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

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed \$800,010.

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

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

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%); plus (2) SANBAG management and oversight costs for the Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%). The Local Share is estimated to be \$1,200,015.

Local Share Project Cost Deposit means one-third of the Local Share for the Project Cost, which is Four hundred thousand five dollars (\$400,005). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Street Program Pass-Through Funds means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for

expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

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

Nexus Study means that study approved by the SANBAG Board on February 3, 2016, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

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

Phase Costs means the estimated cost of the Project Phase.

Project means the State Route 210/Base Line Interchange Project in the City of Highland, as more fully described in Contract No. C13027 and Amendment Nos. 1, 2,3 and 4.

Project Costs means the total cost of the Right of Way Project Phase, which is estimated to be One million two hundred thousand fifteen dollars (\$1,200,015).

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

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

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

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

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

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

Valley Major Street Program – Arterial Sub-Program means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program funds available are determined by equitable share allocation amounts to individual local jurisdictions each fiscal year with a cumulative fund balance carried forward equal to the amount for which the local jurisdiction has not sought reimbursement..

ARTICLE TWO—TERM LOAN

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

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

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

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

ARTICLE THREE—GENERAL CREDIT PROVISIONS

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

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

3.1.2 Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$400,005, from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

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

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

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

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

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

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

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

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

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender

shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

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

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

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2014/2015 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2015, and since that date, there has been no material adverse change in Borrower's financial condition.

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

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

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

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

ARTICLE FIVE—AFFIRMATIVE COVENANTS

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

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

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

5.1.2 Any Event of Default; and

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

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

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

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

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

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

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

ARTICLE SIX—NEGATIVE COVENANTS

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

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

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

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

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default.

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

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

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

7.2.1.1 cease making further Draws;

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

7.2.1.3 terminate this Agreement, without further notice to Borrower;

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

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

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

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

7.2.2.1 terminate this Agreement, without further notice to Lender;

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

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

ARTICLE EIGHT—GENERAL PROVISIONS

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

To: Borrower

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

To: Lender

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

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

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

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

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

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

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to

be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

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

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

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

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

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

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

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

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

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

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

CITY OF HIGHLAND

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Larry McCallon, Mayor

By: _____
Robert A. Lovingood
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Craig Steele
City Attorney

Eileen Monaghan Teichert
General Counsel

ATTEST

By: _____
Betty Hughes, City Clerk

Jeffery Hill, Procurement Manager

Attachment: 16-1001555 SR210/Base Line Agmt (revised) [Revision 7] (2866 : SR210/Base Line Term Loan Agreement)

**EXHIBIT “A”—COLLATERAL
COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001555**

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

2. Any and all of City of Highland Measure I Local Streets Program Pass-Through Funds up to the amount of Eight hundred thousand ten dollars (\$800,010). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Highland for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

3. Any and all of City of Highland Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of Eight hundred thousand ten dollars (\$800,010). Valley Major Street Program – Arterial Sub-Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of Highland for expenditure on Nexus Study Arterial projects.

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

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

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

Communication: Attendance (Additional Information)

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2016

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

Communication: Attendance (Additional Information)

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

MVSSatt16 Shaded box = No meeting

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

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

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

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

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

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

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

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

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996