



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
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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

September 15, 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
Curt Hagman, Fourth District

Josie Gonzales, Fifth District

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

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

AGENDA

Board of Directors Metro Valley Study Session

September 15, 2016

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 Brutoco Engineering and Construction, Sully-Miller Contracting Company, Skanska USA Civil West, Riverside Construction Company, Inc. and MCM Construction, Inc.** Pg. 13

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. **Interstate 10 Mountain View Interchange** Pg. 35

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 Cooperative Agreement No. 16-1001528 with the City of Loma Linda and Inland Valley Development Agency (IVDA) for reimbursement of SANBAG Project Management and California Department of Transportation (Caltrans) Project Study Report/Project Development Support (PSR/PDS) services for the Interstate 10 (I-10) Mountain View Interchange Project for an amount not to exceed \$392,400.

B. Approve Cooperative Agreement No. 16-1001560 between SANBAG and Caltrans to develop the Project Study Report/Project Development Support (PSR/PDS) for the I-10 Mountain View Interchange Project for a not to exceed cost of \$378,400 utilizing \$264,880 from the City of Loma Linda and \$113,520 from IVDA.

C. Approve amendment to the current approved 2016/2017 Fiscal Year Budget to add \$212,000 to Task 0830 from the City of Loma Linda.

Presenter: Paula Beauchamp

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

4. Interstate 215 (I-215) Landscape Replacement Projects - Segments 1 and 3

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

A. Approve Amendment No. 1 to Agreement C14120 with the State of California Department of Transportation (Caltrans) for construction of the I-215 Segment 3 Landscaping Replacement Project to increase project funding by a not to exceed amount of \$637,036 which consists of \$312,145 in Projects of National and Regional Significance (PNRS) funds and \$324,891 in Measure I 1990-2010 funds.

B. Approve the Plans, Specifications, and Estimate (PS&E) for the I-215 Segment 3 Landscaping Replacement Project.

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

C. Approve Cooperative Agreement No. 15-1001216 with the State of California Department of Transportation for construction of the I-215 Segment 1 Landscaping Replacement Project. This Agreement commits a not to exceed amount of \$4,466,853 for Construction Capital and support costs, which consists of \$3,677,633 in PNRS funds and \$789,220 in Measure I 1990-2010 funds and designates SANBAG as the lead agency for construction.

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

E. Authorize advertising Invitation for Bids 15-1001236 for the construction of the combined I-215 Segments 1 and 3 Landscaping Replacement Projects.

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

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, the draft cooperative agreement amendment, draft cooperative agreement and IFB.

5. I-15/I-215 Devore Interchange Right of Way

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

A. Approve determination that APN 0349-166-04; APNs 0349-169-04, -06, -07, and -08; APN 0349-174-02; APN 0349-174-10; APNs 0349-173-19 and -20; APN 0349-173-31; APN 0349-173-38; APN 0349-172-01; APN 0349-174-03; APN 0349-174-01; APN 0349-143-18; and APN 0349-102-09 are surplus parcels for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met.

B. Approve authorization of additional \$2 million in Measure I Cajon Pass fund expenditure authority for final right of way settlements for the I-15/I-215 Devore Interchange Project.

Presenter: Dennis Saylor

This item is also scheduled for review by the Mountain/Desert Policy Committee on September 16, 2016. SANBAG General Counsel has reviewed this agenda item.

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
October 13, 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: September 15, 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	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrete Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Metro Valley Study Session Agenda Item

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			<p>Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.</p>
2-B	C14164	<p>Sully-Miller Contracting Company <i>Raymond Sanchez</i></p>	<p>AC Dike Company 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	C13121	<p>Riverside Construction Company, Inc. <i>Donald M. Pim</i></p>	<p>Caliagua Chrip Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc. Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction</p>
2-D	15-1001238	<p>MCM Construction, Inc. <i>James A. Carter</i></p>	<p>Alcorn Fence Company BC Rentals, Inc.</p>

Board of Directors Metro Valley Study Session Agenda Item

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			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.
2-E	C11184	Skanska USA Civil West <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
3	16-1001528	Inland Valley Development Agency <i>Michael Burrows</i>	None

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: September 15, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *September 15, 2016*

Subject:

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

Recommendation:

Receive and file change order report.

Background:

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

A. Contract Number (CN) C12036 with Brutoco Engineering and Construction for construction of the I-10 Citrus Avenue Interchange project: CCO No. 71 (\$107,630.16 administrative deduction to account for the contractor's share for UPRR flagging costs).

B. CN C14164 with Sully-Miller Contracting Company for construction of the I-10 Tippecanoe Avenue Interchange Phase II project: CCO No. 28 Supplement 4 (no cost/no credit change to add 8 non-compensable working days to the project schedule to compensate contractor for work associated with relocation of water meters not shown on plans), CCO No. 31 Supplement 6 (\$108.00 additional funds to compensate contractor for installation of additional drainage inlet marker per Caltrans requirements), CCO No. 43 Supplement 2 (no cost/no credit change to add 8 non-compensable working days to the project schedule to compensate contractor for work associated with installation of additional drainage inlet), CCO No. 44 and Supplement 1 (\$7,500.00 and \$7,500.00 increases in additional funds respectively to compensate contractor for work to install replacement concrete ADA ramp and address ponding issue on private property at 10535 Anderson Street as requested by the City of Loma Linda), CCO No. 58 (\$2,000.00 increase to provide changes to the pedestrian signal system at Redlands Blvd. and Anderson as requested by the City of Loma Linda), CCO No. 60 (\$4,359.17 increase for weekend work to repair and restripe the parking lot at Loma Linda Florist along Anderson Street), CCO No. 62 (\$10,000.00 increase for modifications to Type C asphalt dike to MBGR as required by Caltrans), CCO No. 63 (\$35,000.00 increase for chain link fence, mulch and storm water protection devices along boundaries of excess land adjacent to project site), CCO No. 67 (\$60,000.00 increase and 10 non-compensable working days added to the project schedule for final settlement of NOPC No. 6 related to work to provide for temporary fiber optic system) and CCO No. 68 (no cost/no credit change for adding 16 non-compensable working days to the project schedule for final settlement of NOPC No. 4 related to the review and approval of precast bridge girder shop drawing submittals).

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

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The following supplemental change orders were executed to transfer unused funds back to the project contingency fund thereby decreasing the original change order amount: CCO No. 4 Supplement 1 (\$18,900.00), CCO No. 15 Supplement 1 (\$2,664.24), CCO No. 16 Supplement 2 (\$2,189.10), CCO No. 24 Supplement 1 (\$421.30), CCO No. 40 Supplement 1 (\$1,000.00) and CCO No. 54 Supplement 1 (\$10,791.78).

C. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 62 Supplement 1 (\$712,808.64 additional funds and 141 working days to compensate contractor for delays and increased cost to bid items, field office and supervision and other direct costs due to 3rd Party delays to the project and settlement of NOPC No. 6 as recommended by the project Dispute Review Board).

D. CN 15-1001238 with MCM Construction, Inc. for construction of the I-10 Pepper Avenue Bridge Replacement project: CCO No. 6 (\$4,895.00 increase to compensate contractor for added air quality monitoring during excavation and transportation of Aerial Deposited Lead earth material as identified on the contract plans), CCO No. 11 Supplement 2 (\$1,660.15 additional funds to compensate contractor for added striping and signing changes to Stage 1 traffic handling plans), CCO No. 12 (\$70,000.00 increase to compensate contractor for implementation of additional fire protection measures) and CCO No. 14 (no cost/no credit change to revise lane closure charts to allow for 6 hour full freeway closures).

E. CN C11184 with Skanska USA Civil West for the Hunts Lane Grade Separation project: CCO No. 70 Supplement 1 (\$6,471.26 additional funds for accounting of contract item adjustments).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's 0826, 0842, 0870, 0884 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: September 15, 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

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

Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

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)
071	Contractor's share of UPRR Flagging Costs	\$ (107,630.16)
CCO TOTAL		\$ 855,933.07
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

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9	Graffiti Removal	\$ 15,000.00
9 S-1	Graffiti Removal – Supplement 1	\$ 25,000.00
10	Maintain Existing Electrical System	\$ 10,000.00
10 S-1	Maintain Existing Electrical System – Supplement 1	\$ 20,000.00
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

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Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

48	Pedestrian Signal Heads, Pushbuttons and Street Signs	\$ 29,903.05
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
4 S-1	Transfer Unused Funds to Contingency	\$ (18,900.00)
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
15 S-1	Transfer Unused Funds to Contingency	\$ (2,664.24)

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16	Realignment of Drainage System No. 13	\$ 5,000.00
16 S-1	Additional Funds	\$ 3,500.00
16 S-2	Transfer Unused Funds to Contingency	\$ (2,189.10)
17	Driveway Access at 1205 Coulston	\$ 17,177.50
17 S-1	Additional Funds	\$ 850.00
18	Modify Stage Construction (Adding 31 Agency Owned Float)	\$ 0.00
18 S-1	Additional Funds – Staging Modifications	\$ 0.00
18 S-2	Additional Funds – K-rail for Staging Switch	\$ 1,260.00
19	Asphalt Binder Adjustment for RHMA Mix Design	\$ 0.00
20	SCE Electrical Service Change	\$ 0.00
20 S-1	Decrease in conduit and pull boxes	\$ (5,300.00)
21	Apprentice Training Program	\$ 6,400.00
22	Grade Transition at Coulston and Conejo	\$ 25,000.00
23	K-Rail & Crash Cushion	\$ 3,025.00
24	Temporary Pavement Repairs W/B On-Ramp	\$ 8,000.00
24 S-1	Transfer Unused Funds to Contingency	\$ (421.30)
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
28 S-4	Adding 8 Non-Compensable Working Days to Schedule	\$ 0.00
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
31 S-6	Additional Funds	\$ 108.00
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
40 S-1	Transfer Unused Funds to Contingency	\$ (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
43 S-2	Adding 8 Non-Compensable Working Days to Schedule	\$ 0.00
44	ADA Ramp at 10535 Anderson Street	\$ 7,500.00

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44 S-1	Additional Funds	\$ 7,500.00
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
54	Construction Staging Striping Removals	\$ 21,950.00
54 S-1	Transfer Unused Funds to Contingency	\$ (10,791.78)
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
58	Pedestrian Signal System Change at Redlands/Anderson	\$ 2,000.00
60	Parking Lot Repairs at Florist Shop on Anderson Street	\$ 4,359.17
61	Final Bid Item Quantities at Contract Price	\$ (131,954.90)
62	Type C AC Dike along MBGR	\$ 10,000.00
63	Excess Property Protection	\$ 35,000.00
64	Additional HMA Paving Quantities at Redlands Blvd	\$ 114,013.38
67	Settlement of NOPC No. 6	\$ 60,000.00
68	Settlement of NOPC No. 4	\$ 0.00
CCO TOTAL		\$ 1,145,045.26
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

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8	36" Casing – Waterline	\$ 86,535.00
9	Dispute Review Board	\$ 22,500.00
10	Different in Cost 750mm Wire in Lieu of 500mm	\$ 4,000.00
10 S-1	Additional Funds	\$ 4,000.00
10 S-2	Additional Funds	\$ 15,000.0
11	Increase Depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
13	Protecting and Repairing Underground Facilities	\$ 5,000.00
13 S-1	Additional Funds	\$ 5,000.00
13 S-2	Additional Funds	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
19 S-2	Additional Funds	\$ 3,673.05
21	Miller's Honey Stairs, Ramps and Parking Lot Modifications	\$ 12,160.00
24	Irrigation Back-flow Substitution	\$ 0.00
30	Concrete in Lieu of AC on RJ&R Property	\$ 16,800.00
32	Differing Site Conditions – Piling	\$ 20,000.00
32 S-1	Additional Funds	\$ 90,000.00
32 S-2	Additional Funds	\$ 50,000.00
33	3' Wide Pavement Transition	\$ 10,800.00
33 S-1	Additional Funds	\$ 5,000.00
35	Revised Hot Mixed Asphalt Specifications	\$ 0.00
36	Crude Oil Price Index Fluctuation	\$ 40,000.00
37	AT&T Relocations Additional Work	\$ 7,000.00
38	Striping and Bumpers in TCI Back lot	\$ 7,470.00
39	Additional Remotes for TCI Automatic Gate	\$ 3,937.64
40	Mobilization Costs due to Relocation Delays of waterline and AT&T	\$ 28,000.00
41	Revisions to Specs for Double Swing Gate	\$ 0.00
42	Temporary AC and Re-mob for Miller's Honey Paving	\$ 8,090.00
43	SWRCB Annual Permit	\$ 1,483.90
44	Retaining Curb on TCI Property	\$ 5,000.00
45	Cost to meet Right of Way Obligations	\$ 20,000.00
45 S-1	Additional Funds	\$ 30,000.00
46	BNSF Signal Bridge	\$ 14,000.00
47	Bridge Access Casings	\$ 30,350.00
48	Additional Earthwork Mobilization for BNSF Work	\$ 25,000.00
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

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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
62 S-1	Final Settlement of NOPC No. 6	\$ 712,808.64
66	Additional Drainage along Concrete Barrier	\$ 9,423.72
CCO TOTAL		\$ 2,121,438.35
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

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

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005 – S3	Maintain Existing Electrical – Additional Funds	\$ 24,000.00
005 – S4	Maintain Existing Electrical – Additional Funds	\$ 95,000.00
005 – S5	Maintain Existing Electrical – Additional Funds	\$ 145,000.00
005 – S6	Maintain Existing Electrical – Time Deferment, 4 Days	\$ 0.00
006	Sound Wall Block Detail Revision	\$ 0.00
007	Architectural Treatment Test Panel Size Revision	\$ 0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$ 6,000.00
009	SWPPP Maintenance	\$ 100,000.00
009 – S1	SWPPP Maintenance – Additional Funds	\$ 950,000.00
009 – S2	SWPPP Maintenance – Additional Funds	\$ 395,000.00
009 – S3	SWPPP Maintenance – Additional Funds	\$ 250,000.00
009 – S4	SWPPP Maintenance – Additional Funds	\$ 9,100.31
010	Utility Potholing	\$ 10,000.00
010 – S1	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S2	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S3	Utility Potholing – Additional Funds	\$ 10,000.00
010 – S4	Utility Potholing – Additional Funds	\$ 20,000.00
011	Buried Man-Made Object	\$ 20,000.00
011 – S1	Buried Man-Made Object – Additional Funds	\$ 30,000.00
011 – S2	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S3	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S4	Buried Man-Made Object – Additional Funds	\$ 49,000.00
011 – S5	Buried Man-Made Object – Additional Funds	\$ 50,000.00
011 – S6	Buried Man-Made Object – Additional Funds	\$ 95,000.00
011 – S7	Buried Man-Made Object – Time Deferment	\$ 0.00
011 – S8	Buried Man-Made Object – Additional Funds	\$ 2,594.59
012	Provide Access Control Fence	\$ 50,000.00
014	Optional Steel Pipe Pile Specification	\$ 0.00
015	Modify 13 th Street Off-Ramp	\$ 83,325.00
016	Change to Precast Girders at Redlands Loop	\$ 0.00
017	Temporary Fiber Optic	\$ 12,605.00
018	Repair Roadway	\$ 25,000.00
018 – S1	Repair Roadway – Additional Funds	\$ 25,000.00
018 – S2	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S3	Repair Roadway – Additional Funds	\$ 50,000.00
018 – S4	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S5	Repair Roadway – Additional Funds	\$ 125,000.00
018 – S6	Repair Roadway – Additional Funds	\$ 100,000.00
018 – S7	Repair Roadway – Additional Funds	\$ 59,608.04
018 – S8	Repair Roadway – Additional Funds	\$ 17,459.60
018 – S9	Repair Roadway – Additional Funds	\$ 0.00
018 – S10	Repair Roadway – Additional Funds	\$ 190.22
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$ 0.00
020	Realign DS #6	\$ 2,398.00
021	Shear Ring Alternate Welding Method	\$ 0.00
022	Temporary Chain Link Fence at Verizon Yard	\$ 9,500.00
023	Revise DS #20	\$ 9,239.00
024	Change Traffic Opening at 9 th Street	\$ 0.00
025	Revise RW 106W and DS #8, 13 and 100	\$ 15,390.02

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026	1200mm Casing for 600mm Jack Pipe DS #8 and 14	\$ 0.00
027	Change Traffic Opening at Baseline Street Over Crossing	\$ 0.00
028	Rialto Top Deck Reinforcement	\$ 0.00
029	Tie-In DS #10-0 to Segment 3	\$ 80,000.00
029 – S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$ 0.00
029 – S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$ 40,000.00
030	Modify Overhead Sign ‘H’ Values	\$ 13,258.64
030 – S1	Sign B New Foundation	\$ 51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 Southbound on Ramp	\$ 0.00
032	Right-of-Way Delay DS #100 2 nd Street	\$ 10,000.00
033	Modify DS #101 and 102 West of 9 th Segment 2	\$ 63,758.60
033 –S1	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 35,000.00
033 – S2	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 52,501.94
033 – S3	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 25,000.00
033 – S4	Modify DS #101 and 102 West of 9 th Segment 2 – Additional Funds	\$ 30,000.00
034	Modify DS #19 Segment 2	\$ 60,000.00
034 – S1	Modify DS #17 and #19 Segment 2	\$ 51,453.50
034 – S2	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 95,000.00
034 – S3	Modify DS #17 and #19 Segment 2 – Additional Funds	\$ 16,007.92
034 – S4	Modify DS #17 and #19 – Time Deferment	\$ 0.00
035	Change incandescent ‘Meter On’ Sign	\$ 2,547.55
036	Strengthen Outside Shoulder	\$ 29,789.00
037	Protect Arco Station Sign and Greenbelt	\$ 10,000.00
039	Credit for Traffic Screen	\$ (35,715.00)
040	Inlet Guards	\$ 12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$ 0.00
042	Southbound I-215 Detour North of 16 th Street	\$ 152,770.00
042 – S1	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 50,000.00
042 – S2	Southbound I-215 Detour North of 16 th Street – Additional Funds	\$ 27,000.00
042 – S3	Southbound I-215 Detour North of 16 th Street – Time Deferment	\$ 0.00
043	Revise Retaining Wall 242B, Add 242C	\$ 112,324.75
044	Third Street Train Mural	\$ 4,925.49
045	Right-of-Way Delay for DS #100 at 3 rd Street Power Pole	\$ 4,182.99
047	Baseline Abutment 1 Right-of-Way Delays Due to BNSF Cables	\$ 55,000.00
047 – S1	Baseline Mitigation of Critical Path Delay	\$ 60,000.00
048	Revise Structural Section 8 and 13	\$ 19,470.00
049	Frame Roadside Signs	\$ 3,066.90
049 – S1	Additional Framed Signs	\$ 1,482.69
050	Change the Sta. for Abutment 1 and 7 16 th Street	\$ 0.00
051	TCE at ARCO Station at Baseline and H Street	\$ 0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$ 0.00
053	Service Conduits for SCE Service Connections	\$ 23,218.32
054	Revise Vertical Drop Connection	\$ 0.00
055	Clean Out Storm Drain at 9 th Street	\$ 4,200.00
056	Revise DS #4, 6 and 84	\$ 5,841.20
057	Graffiti Removal	\$ 20,000.00
057 – S1	Graffiti Removal – Additional Funds	\$ 50,000.00
057 – S2	Graffiti Removal – Additional Funds	\$ 25,000.00
057 – S3	Graffiti Removal – Additional Funds	\$ 75,000.00

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058	Salvage Vehicle Detection System	\$ 15,000.00
059	Reduce ADL Quality Bid Item 70 and 71	\$ 0.00
060	3 rd Street Bridge Temporary Retaining Wall Structure Backfill	\$ 25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$ 8,500.00
062	New SWPPP Permit Requirements	\$ 160,665.00
062 – S1	New NPDES Permit – Order No. 2009-0009-DWG	\$ 574,911.32
062 – S2	New NPDES Permit – Order No. 2009-0009-DWG	\$ 55,024.95
062 – S3	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 113,909.31
062 – S4	New NPDES Permit – Order No. 2009-0009-DWQ – Additional Funds	\$ 332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline Street OC/OH	\$ 15,000.00
064	Right-of-Way Obligations	\$ 25,000.00
064 – S1	Right-of-Way Obligations – Additional Funds	\$ 25,000.00
064 – S2	Right-of-Way Obligations – Additional Funds	\$ 49,000.00
064 – S3	Right-of-Way Obligations – Additional Funds	\$ 86,000.00
064 – S4	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S5	Right-of-Way Obligations – Additional Funds	\$ 150,000.00
064 – S6	Right-of-Way Obligations – Additional Funds	\$ 90,000.00
064 – S7	Right-of-Way Obligations – Additional Funds	\$ 27,650.95
064 – S8	Right-of-Way Obligations – Additional Funds	\$ 976.41
065	Remove Existing Storm Drain 62A	\$ 6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$ 90,105.80
067	5 th Street Southbound Off-Ramp Acceleration	\$ 50,000.00
068	Modify Drainage Systems	\$ 100,000.00
068 – S1	Modify Drainage Systems – Additional Funds	\$ 90,000.00
068 – S2	Modify Drainage Systems – Additional Funds	\$ 85,000.00
068 – S3	Modify Drainage Systems – Additional Funds	\$ 250,000.00
064 – S4	Modify Drainage Systems – Additional Funds	\$ 120,000.00
068 – S5	Modify Drainage Systems – Additional Funds	\$ 60,000.00
068 – S6	Modify Drainage Systems – Additional Funds	\$ 75,000.00
068 – S7	Modify Drainage Systems – Time Deferment	\$ 0.00
069	Stage Construction 4 th Through 6 th	\$ 95,000.00
069 – S1	Stage Construction 4 th Through 6 th – Additional Funds	\$ 50,000.00
069 – S2	Stage Construction 4 th Through 6 th – Additional Funds	\$ 40,625.22
069 – S3	Stage Construction 4 th Through 6 th – Time Deferment	\$ 0.00
070	Temporary Paving Under 259	\$ 145,927.00
070 – S1	Additional Funds	\$ 53,858.01
071	Repair Fiber Optic Cable at 3 rd Street	\$ 22,000.00
072	Move Gore North for 215/259	\$ 40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$ 0.00
074	Move SCE Connection at 5 th Street	\$ 30,394.56
075	Modify DS #115 at 16 th Street and H Street	\$ 11,530.90
076	Delete Shiner on Retaining Walls, Segment 1	\$ 0.00
077	Modify Drainage Systems G1 to G2 Types	\$ 38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$ 18,890.32
079	Revised Staging Northbound 2 nd Street Off-Ramp – 2 nd Lane Addition	\$ 25,000.00
079 – S1	Revised Staging Northbound 2 nd Street Off-Ramp	\$ 3,059.13
080	Delete Electrical and Cable Conduit Blockout and Casings at 9 th Street Bridge	\$ 2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing	\$ 39,480.00

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	(Bridge)	
083	Revised SCE Connection Points	\$ 5,358.47
083 – S1	Revised SCE Connection Points – Addition of Trenton Street	\$ 10,646.65
084	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp	\$ 1,630,850.00
084 – S1	Restage North End of Project and Temporary Southbound 3 rd Street Off-Ramp – Additional Funds	\$ 75,000.00
084 – S2	Additional Funds for the BAS Rental Property	\$ 1,343.54
085	Revise DS #38 Callouts	\$ 0.00
086	Chain Link Railing Fabric Color Change	\$ 64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$ 25,000.00
088	Remove Contaminated Material at RW136	\$ 50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$ 75,212.00
090	Electrical Change 2 nd and I Street and 9 th and H Street	\$ 9,499.00
091	Southbound Transition Segment 5 into Segment 2	\$ 75,000.00
091 – S1	Southbound Transition Segment 5 into Segment 2 – Additional Funds	\$ 60,000.00
092	Premium Time for Baseline and H Street Intersection	\$ 25,000.00
092 – S1	Additional Funds	\$ 1,306.16
093	Relocate Signal at South East Corner of 2 nd Street and Southbound On-Ramp	\$ 18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd and 3 rd Street)	\$ 34,345.28
095	Revised Deck Contours for 5 th Street to S215 On-Ramp	\$ 0.00
096	Northbound Transition Segment 2 into Segment 5	\$ 80,145.00
097	Modify Bioswale No. 3, Segment 2	\$ 14,732.00
098	Eliminate BI #184 Prepare and Paint Concrete Median Barrier Surfaces	\$ (65,590.00)
099	DS #100 Verizon Utility Conflict	\$ 24,000.00
099 – S1	DS #100 Verizon Utility Conflict – Additional Funds	\$ 86,394.57
100	Expansion Deflection Couplers at Baseline	\$ 2,415.35
101	Remove PCCP at South End of Project	\$ 85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	\$ (262,800.00)
103	Traffic Signal Modification at 5 th Street Ramps	\$ 9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Avenue Widen	\$ 88,330.56
104 – S1	Revised Layout for Type R Approach Slab at Redlands Loop	\$ 0.00
105	Changes to Moment Barrier Slab Wall 117W	\$ 77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$ 80,476.19
107	Sound Wall No. 1 Extension	\$ 144,330.00
107 – S1	Settlement of NOPC NO. 18 – Addition of Sound Wall No. 122	\$ 50,000.00
108	Underdrain at Wall 116W	\$ 40,540.00
109	Move SE-22 Crossing North for 5 th Street Southbound Off-Ramp	\$ 9,438.14
109 – S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$ 15,346.41
110	Column Casing Specification Changes	\$ 0.00
111	Contour Grading at 5 th Street and BNSF Rail Road	\$ 30,000.00
111 – S1	Contour Grading at 5 th Street and BNSF Rail Road – Additional Funds	\$ 20,000.00
111 – S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way	\$ 40,000.00
111 – S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF Right-of-Way – Time Deferment	\$ 0.00
112	Install Type ‘D’ Bike Loops	\$ 16,925.08

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Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

113	Transition Barrier Between 5 th Street and S215/5 th Street Off-Ramp to Match Existing Bridge	\$ 10,000.00
113 – S1	Retaining Wall 128 Transition Barrier Type 732A	\$ 10,000.00
114	Southbound Baseline On and Off-Ramp Isolation Casing Revisions	\$ 18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$ 0.00
116	Intentionally Roughening the Bridge Stems	\$ 0.00
117	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets	\$ 5,000.00
117 – S1	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 5,000.00
117 – S2	Modify the 732 Concrete Barriers at DS #8 and 11 Inlets – Additional Funds	\$ 10,000.00
118	Soffit Lighting Layout Changes at 2 nd and 3 rd Street Bridges	\$ 7,916.33
119	Change to Deck Drain Layout at 5 th Street to S215 On-Ramp	\$ 15,000.00
120	Modify and Upgrade Communications Systems	\$ 64,836.00
121	Pull Box Anti-Theft Installation	\$ 40,000.00
121 – S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$ 95,000.00
121 – S2	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 10,000.00
121 – S3	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 50,000.00
121 – S4	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 100,000.00
121 – S5	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 22,324.69
121 – S6	Utility Markers and Installation for Caltrans Pull Boxes – Additional Funds	\$ 1,152.98
122	Settlement of NOPC No. 8 – Storm Drain Repair	\$ 120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$ 27,863.48
124	Temporary Paving for Northbound 2 nd Street Off-Ramp	\$ 30,000.00
124 – S1	Temporary Paving for Northbound 2 nd Street Off-Ramp – Additional Funds	\$ 15,000.00
125	Clearing and Grubbing Not Shown on Plans	\$ 40,000.00
126	Baseline Street Lighting	\$ 766.32
127	Replace Damaged Existing PCCP Slabs	\$ 80,000.00
127 – S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$ 40,000.00
127 – S2	Replace Damaged Existing PCCP Slabs – Time Deferment	\$ 0.00
128	Drainage at Retaining Wall 242A	\$ 69,122.75
128 – S1	Drainage at Retaining Wall 242A	\$ 16,129.25
129	Polyester Concrete Overlay at Rialto Avenue Bridge	\$ 194,000.45
129 – S1	Polyester Concrete Overlay at Rialto Avenue Bridge – Additional Funds	\$ 63,250.00
129 – S2	Polyester Concrete Overlay at Rialto Avenue Bridge – Time Deferment	\$ 0.00
130	Slope Paving at 16 th Street	\$ 17,118.80
130 – S1	Settlement of NOPC No. 29 – Barrier at Trenton	\$ 9,000.00
131	Settlement of NOPC No. 7 – Settlement Embankment	PENDING
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$ 24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$ 125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$ 106,387.57

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134 – S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$ 18,968.36
135	City Work at Baseline Street	\$ 25,000.00
136	Adjustment of Temporary Construction Entrances	\$ 106,000.00
136 – S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 77,000.00
136 – S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$ 42,000.00
137	Ramp Metering System Loop Detection Changes	\$ 19,325.87
138	Pillow Wall Removal at Baseline	\$ 18,180.00
139	Drainage Changes as DS #72, Add DS #151 at SR259, Segment 2	\$ 44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$ 31,921.00
141	Temporary Bracing for 3 rd Street Over Crossing	\$ 10,000.00
142	Sound Wall No. 126C Barrier Texture	\$ 4,492.00
142 S-1	Add Texture to Concrete Barrier Type 736S at SW126A	\$ 11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$ 68,000.00
144	Settlement of NOPC No. 16-P30 End Anchors and Transition Slabs	\$ 65,247.50
145	Sound Wall No. 126C Alignment Change	\$ 20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$ 137,000.00
147	Removal of Underground Storage Tank at RW109E	\$ 30,000.00
148	Northbound Transition Stage 3B on ‘P’ Line	\$ 89,013.99
148 – S1	Northbound Transition Stage 3B on ‘P’ Line – Adjustment of Compensation	\$ 2,192.49
149	BI #16 Construction Area Signs	\$ (33,120.00)
150	Roadside Signs	\$ 74,290.00
150 – S1	Roadside Signs – Time Deferred	\$ 0.00
151	Temporary Sign Panel Overlay NB BMS 9 th and Baseline	\$ 13,200.00
152	Removal of Asbestos Pipe – Baseline Street to SB215 On-Ramp	\$ 15,000.00
153	Revisions to Bridge Mounted Signs at 9 th and Baseline Street	\$ 228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$ 24,330.00
154 – S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$ 5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	\$ 172,473.82
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$ 9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$ 21,066.00
157 – S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 and 5	\$ 30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$ 99,000.00
158 – S1	“5SE” Gore Modification	\$ 20,000.00
158 – S2	“5SE” Gore Modification – Additional Funds	\$ 30,000.00
158 – S3	“5SE” Gore Modification – Time Deferment	\$ 0.00
158 – S4	“5SE” Gore Modification – Additional Funds	\$ 9,629.13
158 – S5	“5SE” Gore Modification – Additional Funds	\$ 4,599.32
159	Modify DS #8(qq) Inlet	\$ 5,461.40
160	Modify Barrier at Retaining Wall 108E	\$ 20,000.00
161	Irrigation Crossover at Northbound Highland Avenue Off-Ramp	\$ 24,000.00
161 – S1	Irrigation Crossover at Northbound Highland Avenue Off-Ramp – Additional Funds	\$ 174.27
162	Eliminate Jacking for 2 nd Street UC and 3 rd Street UC for Stage 3B	\$ (10,000.00)
163	City Water Meter Change and Adjustment of Compensation	\$ (145,985.05)
163 – S1	Cost Adjustment to 40mm Water Meters	\$ 7,890.00
163 – S2	Delete Two Water Meters and BPA	\$ (23,072.29)
164	Modify DS #71(a)	\$ 2,775.15
165	Modify DS #103	\$ 13,203.00

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166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$ 63,000.00
167	Settlement of NOPC NO. 21 – Pinning of K-Rails	\$ 30,000.00
168	Inefficiencies Due to OH Power Lines at Southbound Baseline On-Ramp	\$ 10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	\$ (12,000.00)
170	Export Soil with Rubble to 13 th Street and H Street Site	\$ 45,000.00
170 – S1	Export Soil from Old 13 th Street Ramp Off Site	\$ 60,000.00
170 – S2	Additional Funds	\$ 115,965.86
171	Revise 3 rd Street Abutment 2 Footing	\$ 10,118.00
171 – S1	Revise 3 rd Street Abutment 2 Footing – Time Deferment Closure	\$ 0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$ 15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$ 11,519.59
173 – S1	Additional Soffit Lighting at 2 nd Street Bridge – Time Deferment	\$ 0.00
174	Settlement of NOPC NO. 22 – Temporary Lighting	\$ 20,000.00
175	Hubbard State Right-of-Way Adjustment	\$ 10,008.00
175 – S1	Concrete Barrier Right of ‘P’ Line	\$ 75,000.00
175 – S2	Time Deferment – 3 Days	\$ 0.00
175 – S3	Hubbard State Right-of-Way Adjustment – Time Deferment	\$ 0.00
175 – S4	Concrete Barrier Right of ‘P’ Line – Additional Funds	\$ 2,219.07
176	Delete Type 60G Barrier in Segment 1	\$ (7,000.00)
176 – S1	Delete Type 60G Barrier in Segment 1 – Time Deferment	\$ 0.00
177	Paint Sound Wall Cover Plates After Galvanizing	\$ 2,672.13
177 – S1	Paint Sound Wall Cover Plates After Galvanizing – Time Deferment	\$ 0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$ 35,660.00
178 – S1	Railing at ‘P’ Line and ‘R’ Line – Additional Funds	\$ 3,483.84
178 – S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$ 0.00
179	Strengthen Concrete Barrier Rail on ‘3NO’ Line	\$ 18,698.00
179 – S1	Strengthen Concrete Barrier Rail on ‘3NO’ Line – Time Deferment	\$ 0.00
180	Drainage Improvements at 3 rd Street and ‘3SE’ Line	\$ 15,000.00
180 – S1	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Additional Funds	\$ 10,000.00
180 – S2	Drainage Improvements at 3 rd Street and ‘3SE’ Line – Time Deferment	\$ 0.00
181	New Sign Panels on Existing Sign Structures at 5 th Street OC	\$ 15,000.00
181 – S1	New Sign Panels on Existing Sign Structures at 5 th Street OC – Time Deferment	\$ 0.00
182	Additional 60E Median Concrete Barrier	\$ 11,808.00
182 – S1	Additional 60E Median Concrete Barrier – Time Deferment	\$ 0.00
183	Location Change for Sign ‘H’ Segment 1	\$ 0.00
184	Sound Wall 134 Alignment Change	\$ (16,635.60)
185	Settlement of NOPC No. 12 – Track Monitoring at RW137	\$ 91,041.00
186	Payment for Barrier Mounted Signs	\$ 149,903.59
186 – S1	Payment for Barrier Mounted Signs – Time Deferment	\$ 0.00
187	Adjust Overhead Sign ‘Q’ at Baseline	\$ 45,000.00
187 – S1	Adjust Overhead Sign ‘Q’ at Baseline – Time Deferment	\$ 0.00
188	Block Out Around MBGR Posts Per New Standard	\$ 30,000.00
188 – S1	Block Out Around MBGR Posts Per New Standard – Additional Funds	\$ 70,000.00
188 – S2	Block Out Around MBGR Posts Per New Standard – Time Deferment	\$ 0.00
189	SR259 Median Removal and Tie-In	\$ 45,000.00
189 – S1	SR259 Median Removal and Tie-In – Additional Funds	\$ 14,333.28
189 – S2	SR259 Median Removal and Tie-In – Time Deferment	\$ 0.00
189 – S3	SR259 Median Removal and Tie-In – Additional Funds	\$ 10,293.26

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190	Decrease Bid Item No. 110 – Grind Existing Concrete Pavement	\$ (78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$ 30,000.00
191 – S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$ 0.00
192	Additional Drainage Swale Along BNSF Right-of-Way	\$ 113,234.71
192 – S1	Additional Drainage Swale Along BNSF Right-of-Way – Time Deferment	\$ 0.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$ 34,339.00
193 – S1	Payment for Laminated Box Beam Sign 2-20-5 and 6	\$ 28,489.18
193 – S2	Payment for Laminated Box Beam Sign 2-20-5 and 6 – Time Deferment	\$ 0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$ 15,000.00
195 – S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$ 0.00
196	Spandrel, Curb and Gutter North Side of 9 th and J Street	\$ 15,000.00
196 – S1	Spandrel, Curb and Gutter North Side of 9 th and J Street – Time Deferment	\$ 0.00
196 – S2	Spandrel, Curb and Gutter North Side of 9 th and J Street – Add Funds	\$ 6,158.27
197	ADA Requirements for Curb Ramps	\$ 30,000.00
197 – S1	ADA Requirements for Curb Ramps – Time Deferment	\$ 0.00
198	Delete Slope Paving at 16 th Street Bridge, Abut 7	\$ (26,152.50)
199	SR259 Cross Sections	\$ 75,000.00
199 – S1	SR259 Cross Sections – Time Deferment, 114 Days	\$ 0.00
199 – S2	Additional Funds	\$ 56,141.50
200	Adjust Bid Item No. 49 – Adjust Water Values to Grade	\$ (3,850.11)
201	Adjust Final Pay Items Nos. 137 and 216	\$ 20,506.90
202	Adjust Bid Item No. 53 – Remove Concrete Barrie (Type K)	\$ 267.75
202 – S1	Additional Funds	\$ 401.46
203	Adjust Bid Item No. 9 – Temporary Concrete Washout	\$ 12,815.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$ 3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$ 32,011.20
206	HMA QC/QA Incentive Adjustment	\$ 135,114.79
207	Increase Bid Item No. 8 – Temporary Gravel Bag Berm	\$ 34,065.60
208	Adjust Bid Item No. 46 – Remove Base and Surfacing	\$ (85,031.34)
209	Increase Bid Item No. 2 – Temporary Fence	\$ 8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$ 33,914.64
211	Decrease Bid Item Nos. 28, 191 and 252(F)	\$ (9,097.00)
212	Mulch Remedy	\$ 10,000.00
212 – S1	Mulch Remedy – Time Deferment, 4 Days	\$ 0.00
213	Increase Bid Item No. 254 and 255	\$ 119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$ 10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$ 4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	\$ (48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	\$ (466.40)
217 – S1	Adjust Bid Item No. 19 – Type III Barricade	\$ 466.40
218	Adjust Bid Item No. 182 – Install Sign (Strap and Saddle Bracket Meth.)	\$ (80,296.64)
219	Adjust Bid Item No. 52 – Remove Concrete (Sidewalk and Cross Gutter)	\$ 19,220.68
220	Adjustment to Increase and Decrease in Bid Items Used on Project	\$ 0.00
223	NOPC No. 19 Settlement	\$ 175,000.00
224	PFE Exceptions Settlement excluding Superior Gunite and Coffman	\$1,920,080.00
CCO TOTAL		\$ 19,395,427.28
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 22,471,980.00

Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

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

I-15 Baseline Interchange – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$ 50,000.00
1 S-1	Provide for Contractors Signature	\$ 0.00
1 S-2	Additional Funds	\$ 75,000.00
2	Partnering	\$ 22,000.00
3	Dispute Review Board	\$ 15,000.00
4	Maintain and Repair Existing/Temporary Electrical	\$ 10,000.00
4 S-1	Provide for Contractors Signature	\$ 0.00
4 S-2	Additional Funds	\$ 25,000.00
6	Repairs to Existing Irrigation System	\$ 26,247.00
7	Storm Water Pollution Prevention – Cost Sharing	\$ 50,000.00
8	Existing Landscaping & Irrigation Changes	\$ 10,000.00
10	Shotcrete Strength Change	\$ 0.00
11	Concrete Slurry behind Anchor Wall No. 2	\$ 12,000.00
12	Fire Plan	\$ 27,693.00
13	Apprentice Training	\$ 16,800.00
14	Buried Man-made Objects	\$ 15,000.00
14 S-1	Additional Funds	\$ 15,000.00
15	Replace Bid Item 69 with Geocomposite Drain	\$ 0.00
16	Additional K-rail and Crash Cushion Array	\$ 17,970.00
17	Eliminating Removal of Decorative Columns	\$ (4,332.70)
18	RE Office; Additional Furniture & High-speed Internet	\$ 5,000.00
19	Revisions to CMP Schedule for Re-sequencing	\$ 0.00
20	12” Curb at Base Line and Americana	\$ 30,480.00
21	Relocate 12” CVWD Line	\$ 32,200.00
23	Welded Steel Pipe Wall Thickness	\$ 16,808.60
26	Retaining Wall 385R Drainage System	\$ 15,000.00
30	From Liner Spec Revision	\$ 0.00
33	Modify Retaining Wall 385R	\$ 20,000.00
34	Additional Drainage System on Southbound Off Ramp	\$ 22,862.44
35	Relocate Fire Service Assembly	\$ 15,000.00
37	Revise Traffic Handling Plans for Pavement Joint	\$ 24,237.14
38	Temporary Traffic Signal Items for Removal of Traffic Island	\$ 19,407.48
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

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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
6	Air Quality Monitoring during ADL Handling	\$ 4,895.00
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
11 S-2	Additional Funds	\$ 1,660.15
12	Fire Protection Plan	\$ 70,000.00
14	Revise Lane Closure Charts	\$ 0.00
CCO TOTAL		\$ 124,089.11
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 952,681.00

Hunts Lane Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Under-Sidewalk Drains and Drainage Call-Outs	\$ (1,100.00)
2	Install Temporary AC Sidewalk South of the RR Tracks	\$ 6,423.00
3	Maintain Existing Electrical	\$ 10,000.00
3 S-1	Maintain Existing Electrical	\$ 20,000.00
4	Man-Made Buried Objects	\$ 80,000.00
4 S-1	Man-Made Buried Objects	\$ 40,000.00
5	Extended Underground Utilities at Oliver Holmes	\$ 15,446.68
6	Maintain Traffic	\$ 20,000.00
6 S-1	Maintain Traffic	\$ 20,000.00
7	Partnering	\$ 5,000.00
8	Dispute Review Board	\$ 10,000.00
8 S-1	Additional Funds	\$ 995.72
9	Trainee	\$ 5,000.00
10	60" Casing Thickness Increase	\$ 16,438.80
11	Substitute Cast-in-Place with Precast Reinforced Concrete Box (RCB)	\$ 0.00
12	Retaining Wall No. 7 Alignment	\$ (2,535.00)
13	Temporary Business Signage	\$ 5,000.00
14	Pedestrian Sidewalk	\$ 10,000.00
14 S-1	Additional Funds	\$ 19,571.63
14 S-2	Additional Funds	\$ 3,455.35

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

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
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

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Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

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
70	Adjustment to Account for Unused Bid Items	\$ (175,144.98)
70 S-1	Accounting of Contract Item Adjustments	\$ 6,471.26
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		\$ 1,012,638.56
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,833,947.00

Attachment: CCO Log (3075 : Construction Contract Change Orders MVSS1608)

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

Minute Action

AGENDA ITEM: 3

Date: September 15, 2016

Subject:

Interstate 10 Mountain View Interchange

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 Cooperative Agreement No. 16-1001528 with the City of Loma Linda and Inland Valley Development Agency (IVDA) for reimbursement of SANBAG Project Management and California Department of Transportation (Caltrans) Project Study Report/Project Development Support (PSR/PDS) services for the Interstate 10 (I-10) Mountain View Interchange Project for an amount not to exceed \$392,400.

B. Approve Cooperative Agreement No. 16-1001560 between SANBAG and Caltrans to develop the Project Study Report/Project Development Support (PSR/PDS) for the I-10 Mountain View Interchange Project for a not to exceed cost of \$378,400 utilizing \$264,880 from the City of Loma Linda and \$113,520 from IVDA.

C. Approve amendment to the current approved 2016/2017 Fiscal Year Budget to add \$212,000 to Task 0830 from the City of Loma Linda.

Background:

This is a new project. The I-10 Mountain View Avenue Interchange Project is number 18 in priority on the Measure I Valley Freeway Interchange Program. The interchange itself is located in the City of Loma Linda and serves a large volume of truck traffic due to surrounding fulfillment centers and businesses located in the City of Loma Linda, City of San Bernardino, the County of San Bernardino, and the City of Redlands. The interchange also serves the San Bernardino International Airport. Mountain View Avenue, designated as a truck route, currently experiences truck traffic at over 13% of the total traffic volume. Due to the resultant congestion and delay at the interchange, the Inland Valley Development Agency (IVDA) and the City of Loma Linda (City) recently expressed interest in moving this project forward with San Bernardino County Transportation Authority (SANBAG) serving as the project management lead.

Recommendation A: This is a new Cooperative Agreement. To advance the project according to the SANBAG Policy 40002, a Project Study Report (PSR), or equivalent, must be completed. In the future, the City plans to enter into an Advanced Expenditure Agreement (AEA) with SANBAG in order to allow this project to proceed before it receives an allocation of Measure I funds per the priority list. Per SANBAG policy the PSR phase is not eligible for reimbursement through the AEA program. The City would like SANBAG to lead the effort on developing the

Entity: CTA

PSR. This cooperative agreement with the City of Loma Linda as the sponsoring agency for the project, and IVDA, outlines the roles and responsibilities of the parties, including funding.

The development fair share contributors and the development fair share project cost percentage of 37.8% are established according to the SANBAG Development Mitigation Nexus Study. The City of Loma Linda is the majority share contributor providing 70.0% of the development fair share, followed by the contributions from the City of San Bernardino, the County, and the City of Redlands with 20.0%, 6.1%, and 3.9% contributions, respectively. The City of Loma Linda is ready to participate with its developer share of 70%, with IVDA fronting the remaining 30% developer share while working directly with the remaining participants to discuss their participation.

IVDA, for their contribution, is going to allow SANBAG to self-reimburse with Measure I funds which were previously exchanged for federal funds under Cooperative Agreement No. 06-072. In August 2005, IVDA exchanged federalized Inland Valley Goods Movement Bill (IVGMB) funds with SANBAG's Measure I funds to fund regional traffic improvements under Cooperative Agreement No. 06-072. This agreement was amended in October 2010 to include an additional exchange of \$10,000 of federal Surface Transportation Program funds. Since then SANBAG has reimbursed IVDA for delivered projects leaving a balance of \$5.6 million based on billings through January 2016. For the I-10 Mountain View Interchange planning phase, IVDA is willing to arrange for reimbursement from the City of Redlands and County of San Bernardino. For this reason, the Cooperative Agreement is a three-party agreement—SANBAG, IVDA and Loma Linda. Both the IVDA Board and the Loma Linda City Council have already approved the terms of the agreement.

Recommendation B: In May 2016, the Planning phase was discussed with Caltrans for preparation of a PSR/PDS for the I-10 Mountain View Interchange project.

Cooperative Agreement No. 16-1001560 with Caltrans for the PSR/PDS phase is a standard agreement between SANBAG and Caltrans which defines the roles and responsibilities between the parties. Under this agreement SANBAG will be the funding agency for this project and Caltrans is responsible for development and approval of the PSR/PDS. SANBAG will utilize City of Loma Linda and IVDA – Measure I funds approved under Cooperative Agreement No. 16-1001528 to fund Cooperative Agreement No. 16-1001560.

The terms of this cooperative agreement are based on a cost estimate for an amount not to exceed \$374,800 and a schedule of 10 months after project kick off. Staff from the City of Loma Linda, IVDA, and SANBAG believe that both cost and schedule as proposed are reasonable.

Recommendation C: This is a new project that was not anticipated when the budget was prepared. Staff is requesting approval to amend the current approved fiscal year budget to include the City of Loma Linda funding identified on the subject agreements for project. The Measure I funds due to IVDA that will be used to pay the IVDA share were already included in the budget.

In the interest of advancing this project, staff recommends approval of all recommendations.

Financial Impact:

A budget amendment is required to the current approved Fiscal Year 2016/2017 Budget. Task No. 830

Board of Directors Metro Valley Study Session Agenda Item

September 15, 2016

Page 3

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001528 Amendment No.: _____ Vendor No.: 01288
 Vendor/Customer Name: _____ City of Loma Linda Sole Source? Yes No
 Description: I-10 Mountain View MOU
 Start Date: 01/02/2017 Expiration Date: 12/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 274,680.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 274,680.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 274,680.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve New Sub-Task No and MOU

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: Hiep Bui

Attachment: 16-1001528 Loma Linda CSS [Revision 1] (2799 : I-10 Mtn View Cooperative Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001528 Amendment No.: _____ Vendor No.: 01111
 Vendor/Customer Name: Inland Valley Development Agency (IVDA) Sole Source? Yes No
 Description: I-10 Mountain View MOU
 Start Date: 01/02/2017 Expiration Date: 12/30/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C06072 and C06072-01

Dollar Amount			
Original Contract	\$ 117,720.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 117,720.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 117,720.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve New Sub-Task No and MOU

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: Hiep Bui

Attachment: 16-1001528 IVDA CSS [Revision 2] (2799 : I-10 Mtn View Cooperative Agreement)

COOPERATIVE AGREEMENT NO. 16-1001528

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LOMA LINDA

AND

INLAND VALLEY DEVELOPMENT AGENCY

FOR

**PLANNING DOCUMENT PREPARATION FOR THE INTERSTATE 10 MOUNTAIN
VIEW AVENUE INTERCHANGE IN THE CITY OF LOMA LINDA**

I. PARTIES AND TERM

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

II. RECITALS

- A. WHEREAS, CITY intends to improve the Interchange at Interstate 10 Mountain View Ave in the City of Loma Linda;
- B. WHEREAS, IVDA would like to participate in funding a portion of the Developer Share.
- C. WHEREAS, planned improvements will be studied and documented as part of the Project Study Report/Project Development Support (PSR/PDS) document as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and

- D. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and
- E. WHEREAS, the City and IVDA consider PROJECT to be high priority and are willing to participate in funding 100% of the Planning activities of the PROJECT pursuant to the provisions of the Nexus Study; and
- F. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning activities of the PROJECT.
- G. WHEREAS, the project planning phase is estimated to cost a total of \$392,400 which includes \$14,000 for the AUTHORITY to provide project management services for the Planning phase of the Project and to be reimbursed 100% by CITY and IVDA pursuant to Policy 40002 and 40005 VFI-33; and
- H. WHEREAS, the remaining PROJECT cost for the Environmental, PS&E, ROW, and Construction phases will be estimated as part of this PSR/PDS and shall be funded with 37.8% Development Share funds and 62.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan and Policy 40005 VFI-33; and
- I. WHEREAS, roles and responsibilities of future phases of the PROJECT will be addressed in separate agreements.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management and to diligently undertake the management and oversight of Planning activities associated with PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY and IVDA.
- B. To expend funds towards the planning contractor and SANBAG Project Management staff for the PROJECT in an amount not to exceed \$14,000 as shown in Attachment A.
- C. Under no circumstances is the total Planning Phase cost to exceed \$392,400.00 without an amendment to this agreement.
- D. To prepare and submit to CITY an original signed invoice for reimbursement of 70% eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To prepare and submit to IVDA an original signed invoice for reimbursement of 30% eligible PROJECT expenses. SANBAG will self-reimburse for 30% of the Local Share of the

PROJECT for the planning phase utilizing SANBAG Measure I funds which were exchanged for Inland Valley Goods Movement Bill (IVGMB) funds to fund regional traffic improvements between SANBAG and IVDA under Contract No. 06-072.

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

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$274,680.00 towards SANBAG Project Management and planning costs of the PROJECT as shown in Attachment A. Under no circumstances is the total combined CITY contribution for the Planning Phase to exceed \$274,680.00 without an amendment to this agreement.

- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original signed invoice in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member 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 documents within 10 working days of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **INLAND VALLEY DEVELOPMENT AGENCY RESPONSIBILITIES**

IVDA agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$117,720.00 towards SANBAG Project Management and planning costs of the PROJECT as shown in Attachment A. Under no circumstances is the total combined IVDA contribution for the Planning Phase to exceed \$117,720.00 without an amendment to this agreement.
- B. IVDA will be responsible for 30% of the Local Share of the PROJECT for the planning phase utilizing SANBAG Measure I funds which were exchanged for Inland Valley Goods Movement Bill (IVGMB) funds to fund regional traffic improvements between the two agencies under Contract No. 06-072.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to IVDA when planning on conducting additional audits.
- D. To designate a responsible staff member that will be IVDA'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 documents within 10 working days of receiving the review request from AUTHORITY.

- F. IVDA's Executive Director is authorized to act on behalf of IVDA under this Section of the Agreement.

VI. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management and Planning work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY and IVDA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E 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 the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- 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 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.
- 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 AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save

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

- G. 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 IVDA under or in connection with any work, authority or jurisdiction delegated to IVDA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, IVDA shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by IVDA under or in connection with any work, authority or jurisdiction delegated to IVDA under this Agreement.
- H. Neither IVDA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless IVDA, 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.
- I. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY and IVDA. 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 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.
- 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, F, G, and H of this Section.
- S. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- T. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to CITY:
 Jarb Thaipejr
 City Manager
 25541 Barton Road
 Loma Linda, CA 92354

Telephone: (909) 799-2811

If to IVDA:

Michael Burrows
Executive Director
1601 E. Third Street, Suite 100
San Bernardino, CA 92408
Telephone: (909) 382-4100

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

SIGNATURES ON FOLLOWING PAGE:

Attachment: 16-1001528 [Revision 3] (2799 : I-10 Mtn View Cooperative Agreement)

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 16-1001228
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF LOMA LINDA**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF LOMA LINDA

By: _____
Robert A. Lovingood

President, Board of Directors

By: _____
Jarb Thaipejr
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Richard Holdaway
CITY Counsel

By: _____
Jeffery Hill
Contract Administrator

**INLAND VALLEY DEVELOPMENT
AGENCY**

By: _____
Michael Burrows
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Lewin,
General Counsel

Attachment: 16-1001528 [Revision 3] (2799 : I-10 Mtn View Cooperative Agreement)

Attachment A

PROJECT DESCRIPTION

The CITY of LOMA LINDA, INLAND VALLEY DEVELOPMENT AGENCY and AUTHORITY propose to develop a PSR/PDS in order to study improvements for the Interstate 10 Mountain View Avenue Interchange.

PROJECT FUNDING TABLE

Public Share: 62.2%

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 37.8%

Local Jurisdictional Split of the DIF Share: LOMA LINDA 70%; IVDA 30%

Planning phase of work to be paid 100% pursuant to Policy 40002	Nexus Study (%) for all phases except Planning	Public Share	Developer Share			
		62.20%	37.80%			
		Public Share	Loma Linda	San Bernardino	County	Redlands
		62.20%	26.46%	7.56%	2.31%	1.47%
Planning Breakdown (%)	0%	70%	20%	6.10%	3.90%	
		0%	Loma Linda	IVDA		
Caltrans PSR/PDS	\$ 378,400.00	0	\$ 264,880.00	\$ 75,680.00	\$ 23,082.40	\$ 14,757.60
AUTHORITY Project Management	\$ 14,000.00	0	\$ 9,800.00	\$ 2,800.00	\$ 854.00	\$ 546.00
	\$ 392,400.00	0	\$ 274,680.00		\$ 117,720.00	

Attachment: 16-1001528 [Revision 3] (2799 : I-10 Mtn View Cooperative Agreement)

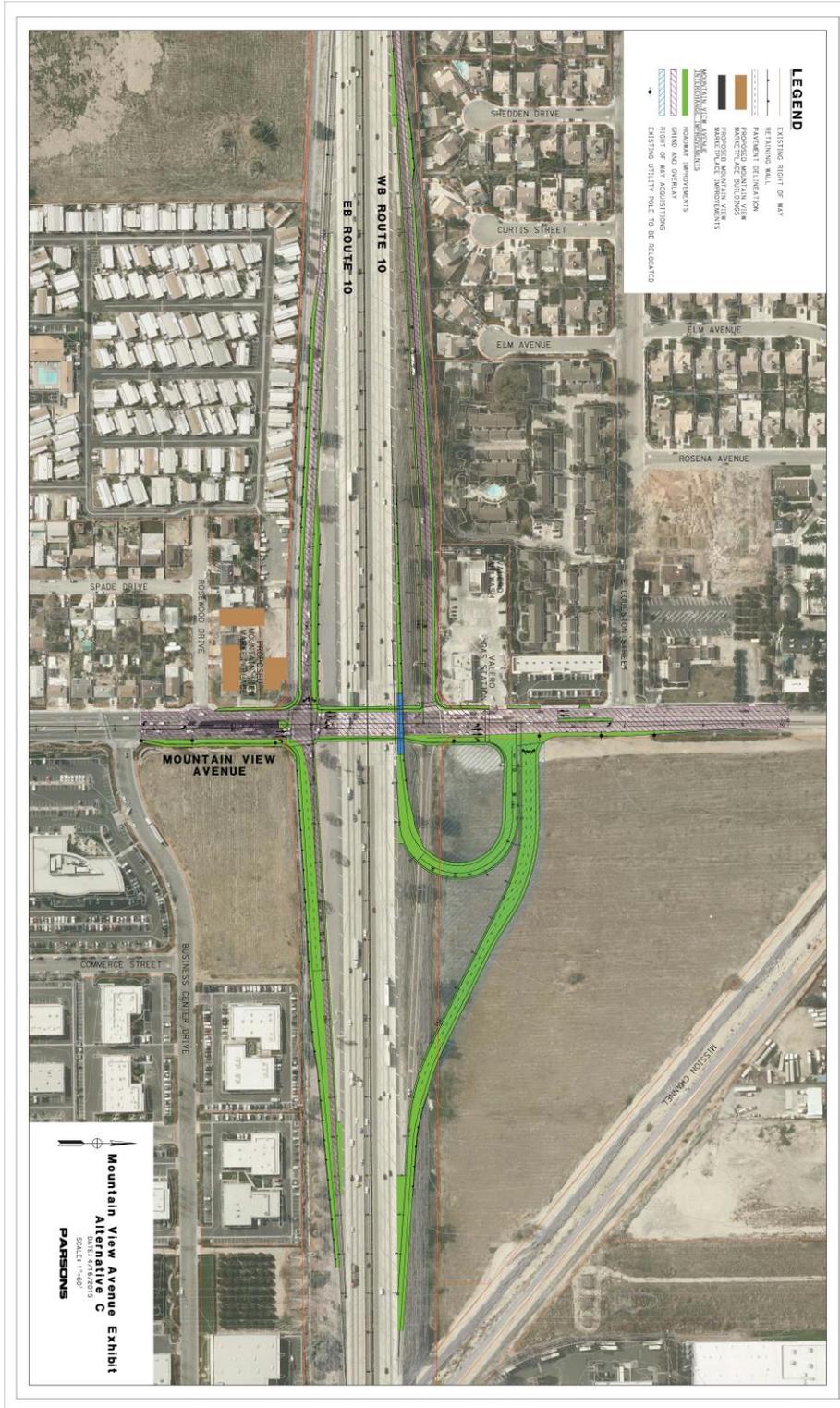
Attachment B CONCEPTUAL LAYOUT



Exhibit B

Attachment: 16-1001528 [Revision 3] (2799 : I-10 Mtn View Cooperative Agreement)

Conceptual Layout Alternative C



Attachment: 16-1001528 [Revision 3] (2799 : I-10 Mtn View Cooperative Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001560 Amendment No.: _____ Vendor No.: 00450
 Vendor/Customer Name: CALTRANS Sole Source? Yes No
 Description: I-10 Mountain View MOU
 Start Date: 01/02/2017 Expiration Date: 01/03/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001528, C06072, C06072-01

Dollar Amount			
Original Contract	\$ 378,400.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 378,400.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 378,400.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve 16-1001560 MOU with Caltrans

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: _____

Attachment: 16-1001560 CalTrans CSS [Revision 1] (2799 : I-10 Mtn View Cooperative Agreement)

COOPERATIVE AGREEMENT

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

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. SANBAG desires that a project initiation document (PID) be developed for interchange improvements at Mountain View Avenue undercrossing in the city of Loma Linda, within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. SANBAG requests CALTRANS to develop the PID and SANBAG is willing to fund one hundred percent (100%) of the costs and fees of the PID and the costs to reimburse CALTRANS. CALTRANS will develop, review and approve the PID as reimbursed work.
5. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

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

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

INVOICE AND PAYMENT

9. SANBAG agrees to pay CALTRANS, an estimated \$378,400.00 for actual cost of the work described herein. If there is an unexpected increase in the actual cost of work, CALTRANS will be compensated for the additional costs.
10. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the California Transportation Commission and whenever else possible.
11. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
12. CALTRANS will invoice SANBAG for a \$37,840.00 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
13. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.
14. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
15. If an executed Program Supplement Agreement (PSA) or STIP (Statewide Transportation Improvement Program) Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SANBAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
16. If SANBAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
17. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
18. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

GENERAL CONDITIONS

19. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
20. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, CALTRANS will notify SANBAG within 24 hours of discovery.
21. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
22. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of SANBAG in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
23. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
24. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
25. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.

26. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this Agreement. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this Agreement.
27. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
28. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTNER – Any individual signatory party to this Agreement.

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

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

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Raghuram Radhakrishnan, Project Manager
464 W. 4th Street, 6th Floor
San Bernardino, CA 92401-1400

Office Phone: 909-383-6288

Email: raghuram_radhakrishnan@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Hiep Bui, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Office Phone: 909-889-8611

Email: hbui@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, Acting as the San
Bernardino County Transportation Authority

By: _____
John Bulinski
District Director

By: _____
Robert A. Lovingood
Board President

Certified as to funds:

Approved as to form and procedure:

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
General Counsel

Concurrence:

By: _____
Jeffery Hill
Procurement Manager

Attachment: Agreement 16-1001560 [Revision 4] (2799 : I-10 Mtn View Cooperative Agreement)

SCOPE SUMMARY

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

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

Minute Action

AGENDA ITEM: 4

Date: *September 15, 2016*

Subject:

Interstate 215 (I-215) Landscape Replacement Projects - Segments 1 and 3

Recommendation:

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

A. Approve Amendment No. 1 to Agreement C14120 with the State of California Department of Transportation (Caltrans) for construction of the I-215 Segment 3 Landscaping Replacement Project to increase project funding by a not to exceed amount of \$637,036 which consists of \$312,145 in Projects of National and Regional Significance (PNRS) funds and \$324,891 in Measure I 1990-2010 funds.

B. Approve the Plans, Specifications, and Estimate (PS&E) for the I-215 Segment 3 Landscaping Replacement Project.

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

C. Approve Cooperative Agreement No. 15-1001216 with the State of California Department of Transportation for construction of the I-215 Segment 1 Landscaping Replacement Project. This Agreement commits a not to exceed amount of \$4,466,853 for Construction Capital and support costs, which consists of \$3,677,633 in PNRS funds and \$789,220 in Measure I 1990-2010 funds and designates SANBAG as the lead agency for construction.

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

E. Authorize advertising Invitation for Bids 15-1001236 for the construction of the combined I-215 Segments 1 and 3 Landscaping Replacement Projects.

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

Background:

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

Entity: CTA, CTC

Board of Directors Metro Valley Study Session Agenda Item

September 15, 2016

Page 2

Segment 3 is the most southerly segment from the Orange Show Road Overcrossing north to the Lytle Creek Channel Undercrossing. Segment 1 is the next segment to the north and continues from north of the Lytle Creek Channel Undercrossing to just south of the 9th Street Overcrossing.

As presented at the August 2015 Board of Directors Metro Valley Study Session, implementation of these projects was delayed due to State Water Conservation Mandates. On July 5, 2016, Caltrans issued a memorandum allowing deferred mitigation planting implementation to resume beginning November 2016 based on less restrictive water conservation measures from the Governor. This project is consistent with the provisions in this memo; therefore, these proposed recommendations would allow the project to move forward.

Recommendation A: In May 2014, the Board approved Cooperative Agreement No. C14120 with Caltrans for landscape construction of Segment 3, whereby SANBAG is the sponsor, sole funding partner, and implementing agency for construction capital and support.

This amendment updates the split of federal funds and Measure I funds used for construction support, as support for Establish Existing Planting (EEP) is a federally non-participating cost. In addition, the amendment covers cost estimate escalation and additional administrative tasks. The amendment also includes an additional \$75,000 in Measure I costs for as-built preparation by Caltrans and constructability review costs. The net funding change from this amendment increases Measure I 1990-2010 expenditures by \$324,891 for a revised total of \$888,391 and increases federal PNRS funds by \$312,145 for a revised total of \$3,248,645. Final cost estimates are currently being developed and the funding table reflects the latest estimated cost. The final estimate is not anticipated to exceed these amounts, but may come in slightly lower before this item is considered by the Board.

Staff is requesting approval of Amendment No. 1 to Cooperative Agreement No. C14120 with Caltrans for construction of Segment 3 landscaping replacement.

Recommendation B: The Board of Directors had previously approved the PS&E package for Segment 3 at the September 2014 meeting. Because the project was delayed due to the State Mandated Water Restrictions, Caltrans was required to update the project design package to current Caltrans standards. This re-approval is required prior to advertising the construction contract and is needed for the funding request package. Once the funding is obligated, the project can be advertised for construction by early 2017. Staff is recommending approval of the PS&E package for the I-215 Segment 3 Landscaping Project.

Recommendation C: This is a new agreement that is needed to proceed with the construction of the I-215 Segment 1 Landscaping Project. Federal funds have been identified for the construction of this segment. The estimated cost for construction capital and support is \$4,466,853 which would be funded with \$3,677,633 in PNRS funds and \$789,220 in Measure I 1990-2010 funds. Final cost estimates are currently being developed and the funding table reflects the latest estimated cost. The final estimate is not anticipated to exceed these amounts, but may come in slightly lower before this item is considered by the Board.

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

Recommendation D: Caltrans has completed the project design package and incorporated all review comments provided by SANBAG. This approval is required prior to advertising the construction contract and is needed for the funding request package. Once the funding is obligated, the project can be advertised for construction. Staff is recommending approval of the PS&E package for the I-215 Segment 1 Landscaping Project.

Recommendation E: Upon Federal approval of funding and authorization to proceed for both Segment 1 and Segment 3, the projects are anticipated to be advertised for construction bids in early 2017. Since the two projects are on the same schedule and adjacent to each other, the projects will be combined into one construction bid package. The combined project scope and cost is not anticipated to be prohibitive to potential bidders. Rather, by combining the projects, SANBAG is anticipated to receive more competitive bids than if the projects were bid separately, since the bidders will be able to take advantage of reductions in administrative and overhead costs as well as construction efficiencies. Additional cost savings are anticipated in SANBAG's administrative and Construction Management activities.

The Board of Directors had previously approved the release of an IFB for Segment 3 at the September 2014 meeting. With the delay in issuing that IFB, however, the recent updates to the Segment 3 PS&E package as well as the intent to combine the two projects, staff is now requesting approval to release an IFB for the combined Segment 1 and Segment 3 construction package.

Recommendation F: This recommendation will allow the award of the contract and start of construction to occur at the earliest possible date, and ensure timely use of federal funding. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget under Task No. 820, Subtask 0838

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, the draft cooperative agreement amendment, draft cooperative agreement and IFB.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1001038-C14120 Amendment No.: 1 Vendor No.: 00450
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: 215 Seg 3 Cooperative Agreement for Landscape Construction
 Start Date: 05/07/2014 Expiration Date: 12/31/2025 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12177

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve cooperative agreement amendment

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: C14120-01 CSS (2148 : I-215 Seg 1 & 3 Landscaping Coops, IFB, PSE Cert)

08-SBD-215-4.8/6.6
 EA: 0071K
 Project Number: 0800020434
 Agreement 08-1575 A/1
 C14120-01

AMENDMENT NO. 1 TO AGREEMENT 08-1575

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SANBAG.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1575, (AGREEMENT) on May 27, 2014, defining the terms and conditions for Highway Planting Restoration with one (1) year Plant Establishment and four (4) year Maintenance, in the City of San Bernardino on Route 215 from Orange Show Road to Lytle Creek Channel Undercrossing (Segment 3), referred to as PROJECT.
2. AGREEMENT established that the Construction Support was \$518,787.
3. PARTNERS now seek to increase the Construction Support and the new total amount for support will be \$593,787.
4. A revised FUNDING SUMMARY table with new SPENDING SUMMARY, dated May 15, 2015 is attached and made part of this AMENDMENT. Other related are revised.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 10 in the AGREEMENT is replaced in its entirety to read as follows:
 - “10. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

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

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

2. Articles 10a, 10b, 10c and 10d are added to the AGREEMENT to read as follows:

“10a. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

10b. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

10c. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

10d. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.”

3. Article 11 in the AGREEMENT is replaced in its entirety to read as follows:

“11. SANBAG is IMPLEMENTING AGENCY for CONSTRUCTION.”

4. Articles 11a and 11b are added to the AGREEMENT to read as follows:

“11a. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.

11b. 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.”

5. Articles 37a and 37b are added to the AGREEMENT to read as follows:

“37a. As IMPLEMENTING AGENCY for CONSTRUCTION, SANBAG is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

37b. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:”

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

6. Article 48 in the AGREEMENT is replaced in its entirety to read as follows:

“48. As IMPLEMENTING AGENCY for CONSTRUCTION, SANBAG is responsible for maintenance within PROJECT limits as part of the construction contract until a request from SANBAG is submitted and approved by CALTRANS for a relief of maintenance for any portion of the PROJECT in accordance with CALTRANS Standard Specifications.”

7. Article 52 in the AGREEMENT is replaced in its entirety to read as follows:

”52. Within ninety (90) calendar days following the completion and acceptance of the PROJECT construction contract, SANBAG shall furnish CALTRANS with a complete set of Redline “As-Built” plans and Change Orders pdf files with SANBAG Resident Engineer Signature on the Title Sheet, including any changes authorized by CALTRANS, on a CD ROM. CALTRANS will incorporate “As-Built” information on CADD files in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with SANBAG’s Resident Engineer’s electronic signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later.”

8. Article 52a is added to the AGREEMENT to read as follows:

“52a. SANBAG will submit to CALTRANS, within sixty (60) calendar days following the Final Estimate or Resolution of Construction Claims (if any) the complete Project History File. SANBAG will assure that the Project

History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.”

- 9. Article 61 in the AGREEMENT is replaced in its entirety to read as follows:
 “61. SANBAG is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this AGREEMENT.”
- 10. A revised FUNDING SUMMARY table with new SPENDING SUMMARY, dated May 15, 2015, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY TABLE in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY table with new SPENDING SUMMARY, dated May 15, 2015, attached herein.
- 11. The following DEFINITION is replaced in its entirety to read as follows:
 “**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.”
- 12. The following DEFINITIONS are added to the AGREEMENT:
 “**AGREEMENT** – This agreement including any attachments, exhibits, and amendments.
CONSTRUCTION – See PROJECT COMPONENT.
FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.
FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.”
- 13. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
- 14. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

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

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SANBERNARDINO COUNTY
TRANSPORTATION AUTHORITY

Approved:

Approved:

By: _____
John Bulinski
District 8 Director

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

Certified as to funds:

Attest:

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Clerk of the Board

Approved as to form and procedure:

Approved as to form and procedure:

By: _____
Attorney,
Department of Transportation

By: _____
Eileen Monaghan Teichert
General Counsel

Certified as to financial terms and policies:

Concurrence:

By: _____
Accounting Administrator

By: _____
Jeffery Hill
Procurement Manager

**FUNDING SUMMARY table
May 15, 2015**

<u>FUNDING TABLE</u>						
<u>IMPLEMENTING AGENCY</u> →			<u>SANBAG</u>			
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	PLANT MAINTENANCE	CONST. CAPITAL (Including contingency)	Totals
Federal	SANBAG	Projects of National & Regional Significance (PNRS) *	\$362,657	\$0	\$2,885,988	\$3,248,645
Local	SANBAG	Measure I	\$231,130	\$500,000	\$157,261	\$888,391
Totals			\$593,787	\$500,000	\$3,043,249	\$4,137,036

*Toll Credit will be a match

<u>SPENDING SUMMARY</u>					
	CONST. SUPPORT		CONST. CAPITAL (Including contingency)	PLANT MAINTENANCE	
Fund Type	CALTRANS	SANBAG	SANBAG	SANBAG	Totals
Federal Funds					
PNRS	\$50,000	\$312,657	\$2,885,988	\$0	\$3,248,645
Local Funds					
Measure I		\$231,130	\$157,261	\$500,000	\$888,391
Totals	\$50,000	\$543,787	\$3,043,249	\$500,000	\$4,137,036

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SANBAG will pay invoices within five (5) calendar days of receipt of invoice.
2. If SANBAG has received EFT certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

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

CONSTRUCTION CAPITAL

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

Signatures

CALTRANS

John Bulinski
District 8 Director

Date _____

Lisa Pacheco
District Budget Manager

HQ Accounting

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Robert A. Lovingood
President, Board of Directors

Date _____

Attachment: C14120-01 - Working Version - Caltrans Maintains the latest original [Revision 3] (2148 : I-215 Seg 1 & 3 Landscaping Coops, IFB,

Contract Summary Sheet

General Contract Information

Contract No: 15-1001216 Amendment No.: _____ Vendor No.: 00456
 Vendor/Customer Name: California Dept of Transportation (Caltrans) Sole Source? Yes No
 Description: I-215 Segment 1 Landscaping Construction Cooperative Agreement
 Start Date: 10/05/2016 Expiration Date: 12/31/2025 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12177

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

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve cooperative agreement

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 15-1001216 CSS (2148 : I-215 Seg 1 & 3 Landscaping Coops, IFB, PSE Cert)

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

COOPERATIVE AGREEMENT

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

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

RECITALS

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

- CALTRANS approved the Categorical Exemption on 11/09/2012 (Cooperative Agreement No. 08-1523).
- CALTRANS approved the Categorical Exclusion on 11/9/12 (Cooperative Agreement No. 08-1523).
- CALTRANS completed the Project Report on 12/21/2012 (Cooperative Agreement No. 08-1523).
- CALTRANS completed the Plans, Specifications and Estimate on 7/14/14 (Cooperative Agreement No. 08-1523).
- CALTRANS completed the R/W Certification on 7/22/14 (Cooperative Agreement No. 08-1523).

6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

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

Funding

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

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

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

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

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

Implementing Agency

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

Independent Quality Assurance (IQA)

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

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

CEQA/NEPA Lead Agency

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

Environmental Permits, Approvals and Agreements

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

Construction

Attachment: 15-1001216 Seg 1 Landscape Const Coop with CT - Caltrans Maintains Original [Revision 3] (2148 : I-215 Seg 1 & 3 Landscaping

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

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

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

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

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

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

35. SANBAG is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.
36. SANBAG will prepare a QMP which describes how construction materials source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

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

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

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

37. SANBAG may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SANBAG and provided by CALTRANS during CONSTRUCTION are an OBLIGATIONS COST.
38. As IMPLEMENTING AGENCY for construction, SANBAG is responsible for maintenance within the PROJECT limits as part of the construction contract until a request from SANBAG is submitted and approved by CALTRANS for a relief of maintenance for any portion of the PROJECT in accordance with CALTRANS Standard Specifications.
39. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.
40. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SANBAG shall furnish CALTRANS with a complete set of Redline "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM. CALTRANS will incorporate "As-Built" information on CADD files in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with SANBAG's Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later.

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

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

Schedule

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

Additional Provisions

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

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

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

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

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

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

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

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
64. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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

FHWA – Federal Highway Administration.

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

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

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

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

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

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

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

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

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

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

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

OBLIGATIONS – All WORK responsibilities and their associated costs.

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

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

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

PARTNER – Any individual signatory party to this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

SIGNATURES

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

CALTRANS

John Bulinski
District 8 Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

DO NOT SIGN THIS COPY

Robert A. Lovingood
President, Board of Directors

Attest

Vicki Watson
Board Clerk

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Concurrence:

Jeffery Hill
Procurement Manager

Attachment: 15-1001216 Seg 1 Landscape Const Coop with CT - Caltrans Maintains Original [Revision 3] (2148 : I-215 Seg 1 & 3 Landscaping

FUNDING SUMMARY

<u>FUNDING TABLE</u>						
<u>IMPLEMENTING AGENCY</u> →			<u>SANBAG</u>			
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	PLANT MAINTENANCE	CONST. CAPITAL	Totals
Federal	SANBAG	Projects of National & Regional Significance (PNRS) *	\$425,280		\$3,252,353	\$3,677,633
Local	SANBAG	Measure	\$194,220	\$500,000	\$95,000	\$789,220
Totals			\$619,500	\$500,000	\$3,347,353	\$4,466,853

* Toll credit will be used as match

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL	PLANT MAINTENANCE	Totals
	CALTRANS	<u>SANBAG</u>	<u>SANBAG</u>	<u>SANBAG</u>	
Federal Funds					
PNRS	\$50,000	\$375,280	\$3,252,353		\$3,677,633
Local Funds					
Measure	\$0	\$194,220	\$95,000	\$500,000	\$789,220
Totals	\$50,000	\$569,500	\$3,347,353	\$500,000	\$4,466,853

Attachment: 15-1001216 Seg 1 Landscape Const Coop with CT - Caltrans Maintains Original [Revision 3]

Invoicing and Payment

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

CONSTRUCTION SUPPORT

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

CONSTRUCTION CAPITAL

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

Signatures

CALTRANS

John Bulinski
District 8 Director

Date _____

Lisa Pacheco
District Budget Manager

HQ Accounting

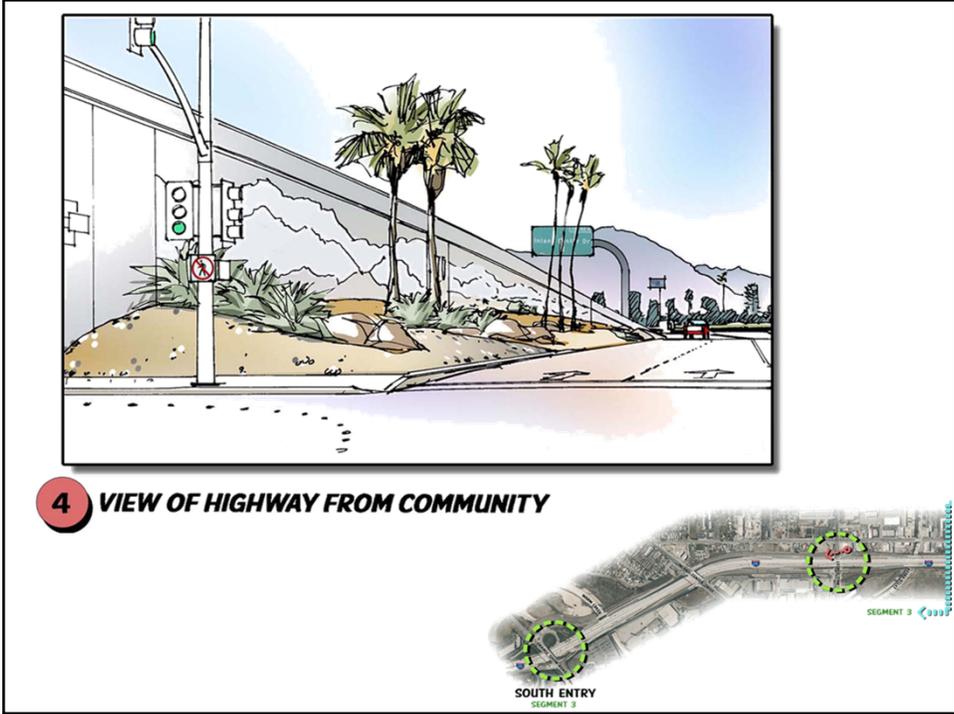
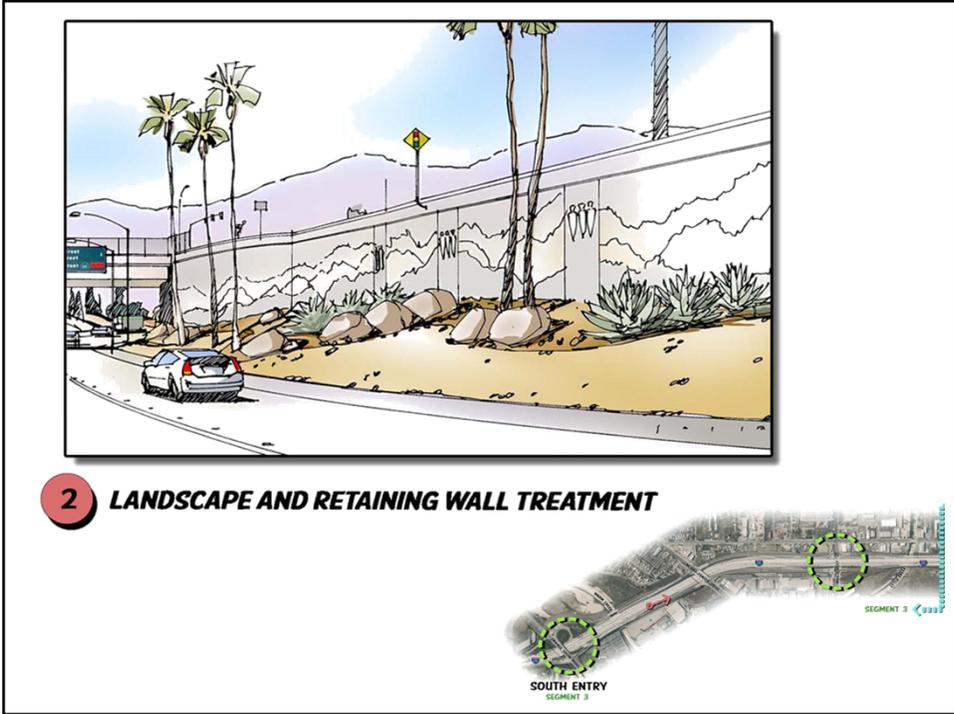
**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

DO NOT SIGN THIS COPY

Robert A. Lovingood
President, Board of Directors

Date _____

Attachment: 15-1001216 Seg 1 Landscape Const Coop with CT - Caltrans Maintains Original [Revision 3] (2148 : I-215 Seg 1 & 3 Landscaping



Attachment: I-215 Landscaping Sept 2016 MVSS powerpoint (2148 : I-215 Seg 1 & 3 Landscaping Coops, IFB, PSE Cert)

Minute Action

AGENDA ITEM: 5

Date: *September 15, 2016*

Subject:

I-15/I-215 Devore Interchange Right of Way

Recommendation:

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

A. Approve determination that APN 0349-166-04; APNs 0349-169-04, -06, -07, and -08; APN 0349-174-02; APN 0349-174-10; APNs 0349-173-19 and -20; APN 0349-173-31; APN 0349-173-38; APN 0349-172-01; APN 0349-174-03; APN 0349-174-01; APN 0349-143-18; and APN 0349-102-09 are surplus parcels for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met.

B. Approve authorization of additional \$2 million in Measure I Cajon Pass fund expenditure authority for final right of way settlements for the I-15/I-215 Devore Interchange Project.

Background:

Recommendation A: San Bernardino County Transportation Authority (Authority) and the State of California Department of Transportation (Caltrans) are involved in the I-15/I-215 Devore Interchange Reconstruction Project. Construction is complete for beneficial use, and final construction work and punch list work is ongoing with completion of all construction work anticipated within the next month or two. Caltrans has been the lead agency for design-build construction, and Authority is the lead agency for the right of way phase of the project. Per SANBAG's right of way cooperative agreement C11103, Authority is responsible for the acquisition and funding of all right of way, utilities, and railroad coordination for the project. Authority has been acquiring the right of way in Caltrans' name for their use for the project. For a variety of reasons, the properties listed in the recommendation are remnants of larger parcels of which some portion was not required for the project. The remaining portion of the property was determined to be an uneconomic remnant relative to its original use. In some cases the remainder portion of the property may have been landlocked with no access or it may have been too small to be developable per the owner's development plan.

Caltrans has determined that these properties are no longer necessary for construction, staging, storage, or mitigation/exchange on the project, or any future use, and Authority staff and the design-builder have concurred with this assessment. Per our cooperative agreement, once Caltrans has determined property to be excess, it transfers the property back to Authority for disposition. Under California Government Code Sections 54220-54232, Authority can then offer

Entity: CTA

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properties for sale to private individuals and companies when certain conditions are met. Prior to the disposition of any property, Authority must determine whether the property is needed for any future use and the Authority must declare the property as excess. Staff is recommending the Authority make these findings. Following declaration by the Authority that the properties are excess or surplus, a 60 day public agency notification period can then be initiated for City and County agencies within the jurisdiction of the parcels for their specific, limited uses. If no interest is expressed, Authority may then offer the surplus property on the open market.

The properties listed below have been identified to be surplus to the needs of this joint agency design-build project and are immediately adjacent to the project area:

CPN	APN	Former Owner	Address	Property Type
22527-01-01	0349-166-04	Moore	SE Corner of Parker St and Dement St., San Bernardino, CA	Vacant Land
22512-01-01	0349-169-04, -06, -07, -08	Dulin	NE Corner of Devore Rd. & Cajon Blvd, South of Meyers Street San Bernardino County, CA	Vacant Land
22515-01-01	0349-174-02	Denno	18495 Cajon Blvd, San Bernardino CA	Vacant Land
22516-01-01	0349-174-10	City of San Bernardino	South of Old Cajon Blvd, West of Devore Rd, San Bernardino, CA	Vacant Land
22523-01-01	0349-173-19, 20	Kardos	18329 Cajon Blvd. San Bernardino, CA	Vacant Land
22524-01-01	0349-173-31	Ashe	Taft Ave, West of Cajon Blvd, Unincorporated Area of San Bernardino County, CA	Vacant Land
22525-01-01	0349-173-38	Smith	18253 Taft Ave, Devore Heights, CA	Vacant Land
22522-01-01	0349-172-01	Wood	North Side of Old Cajon Boulevard East of I-15, San Bernardino, CA	Vacant Land
22514-01-01	0349-174-03	JP Preferred LLC	Devore Rd Devore Heights, CA	Vacant Land
22517-01-01	0349-174-01	Plies and Reid	SE Corner of Parker Street & Dement St., Unincorporated Area of San Bernardino County, CA	Vacant Land
22536-01-01	0349-143-18	Denton	1528 Marion Avenue, San Bernardino, CA	Vacant Land
22562-01-01	0349-102-09	Boone	17164 Cajon Blvd., San Bernardino, CA	Vacant Land

In preparation for sale at the appropriate time, staff will ensure full clearance of all improvements, that a new legal description is prepared for each remnant parcel, that the value

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has been determined, and that Authority has the ability to convey clear title of the surplus property.

Based on and subject to applicable government codes and guidelines regarding disposition of surplus property, staff recommends that the above referenced parcels be declared by the Authority as surplus and approved for immediate offer.

Recommendation B: Authority has been acquiring properties as needed for the project and of the more than 90 parcels needed for the project, there are currently 5 properties on which a final settlement has not been reached. On four of these properties, resolutions of necessity have been adopted and are currently working through the eminent domain process. It is anticipated that we could potentially go to trial on two or three of these properties while the others we hope to be able to negotiate a settlement or work out an agreement through mediation. As we have progressed through the eminent domain process, expert appraisers for both Caltrans and the property owners have been retained and results of these analyses, including goodwill claims based on business impacts are being determined. Currently, based on these expert appraisals, the cost for settlement or final trial verdicts could exceed our current cooperative agreement expenditure authority by up to \$2 million. Per our agreement with Caltrans, Authority would be responsible for any expenditures over the limit specified in the agreement. Since Authority is fully responsible for all costs for this phase, the recommendation is for Board approval of the additional expenditure authority to settle these remaining properties. Subject to approval of Recommendation A, the sale of the surplus property should cover most if not all of the additional expenditure authority. But due to the anticipated schedule of reaching a settlement on the remaining parcels and the sale of the surplus property, the additional expenditure authority is necessary. Staff recommends approval of this recommendation.

Financial Impact:

This item is consistent with the current Fiscal Year 2016/2017 budget under project 880.

Reviewed By:

This item is also scheduled for review by the Mountain/Desert Policy Committee on September 16, 2016. SANBAG General Counsel has reviewed this agenda item.

Responsible Staff:

Dennis Saylor, Project Manager

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2016

Witnessed By:

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		X				
James Ramos Board of Supervisors	X	X	X	X	X	X		X				
Janice Rutherford Board of Supervisors	X	X		X	X	X		X				
Josie Gonzales Board of Supervisors	X	X	X			X		X				
Robert Lovingood Board of Supervisors	X				X			X				
Rich Kerr City of Adelanto								X				
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X		X				
Dennis Yates City of Chino	X	X	X	X	X	X		X				
Ed Graham City of Chino Hills	X		X		X	X		X				
Frank Navarro City of Colton	X	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		X				
Eric Schmidt City of Hesperia												
Larry McCallon City of Highland	X			X	X	X		X				

Communication: Attendance (Additional Information)

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 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		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		X				
L. Dennis Michael City of Rancho Cucamonga		X	X	X	X	X						
Jon Harrison City of Redlands	X	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		X				
Joel Klink City of Twentynine Palms												
Ray Musser City of Upland	X	X	X	X	X	X		X				
Ryan McEachron City of Victorville	X	X			X	X		X				
Dick Riddell City of Yucaipa	X	X	X	X	X	X		X				
George Huntington Town of Yucca Valley												

Communication: Attendance (Additional Information)

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

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.

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