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TRANSPORTATION MEASURE I

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

AGENDA

Major Projects Committee

June 15, 2006, 9:00 a.m.

Location:
SANBAG Offices
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
The Super Chief Room

Major Projects Committee Membership

Chair
John Pomierski, Mayor
City of Upland

Vice-Chair
Grace Vargas, Mayor
City of Rialto

Paul Biane, Supervisor
County of San Bernardino

Dennis Hansberger, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Kelly Chastain, Council
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Larry McCallon, Council
City of Highland

Robert Christman, Council
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

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

Major Projects Committee

June 15, 2006
9:00 a.m.

LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER - 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

I. Agenda Notices/Modifications
II. Announcements

Notes/Action

1. **Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of May 11, 2006** **Pg. 9**

   Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. **Major Projects Attendance Roster** **Pg. 13**

   A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. **Approval of the April and May Meeting Minutes** **Pg. 15**

Notes/Action

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Yeager/Skanska, Inc.** **Pg. 25**

   Review and Ratify Change Orders. TN 0636800. **Darren Kettle**

5. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** **Pg. 27**

   Review and Ratify Change Orders. TN 0636800. **Darren Kettle**

Discussion Calendar

6. **New Elections for Chair and Vice Chair of the Major Projects Committee** **Pg. 39**

   Conduct Elections. **John Pomierski**

7. **Amendment No. 1 Contract No. 04-016 with Tetra Tech, Inc. for Interstate 10/Tippecanoe Interchange Project Development.** **Pg. 40**

   Approve Amendment No. 1 to Contract 04-016 with Tetra Tech, Inc. for preliminary engineering and environmental clearance on the I-10/Tippecanoe interchange and Evans Street north projects extending the period of performance and modifying the scope of services. TN 84207000 **Darren Kettle**

8. **Contract No.07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing** **Pg. 60**

   Approve Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing in the amount of $100,000 as detailed in the Financial Impact Section. TN 83807000 **Darren Kettle**

Notes/Action

9. **Professional Services Contract with Jacobs Engineering to provide Construction Management Services for the Interstate 215 5th Street Bridge Projects** **Pg. 95**

Approve Agreement No. 06-043 with Jacobs Engineering to provide construction management services for the Interstate 215 5th Street Bridge project in the amount of $3,290,925 as detailed in the Financial Impact Section. TN 83807000 **Darren Kettle**

10. **Request for Qualifications (RFQ) No. C0719 for professional engineering services for preparation of a Project Study Report (PSR) for State Route 30/210 – Victoria Avenue Interchange.** **Pg. 143**

Approve release of RFQ C0719 for professional engineering services for preparation of a PSR for State Route 30/210 – Victoria Avenue Interchange. **Darren Kettle**

11. **City of Montclair request for SANBAG to act as Lead Agency for the construction of the Ramona Avenue Grade Separation project.** **Pg. 188**

Approve SANBAG acting as lead agency for the construction of the Ramona Avenue Grade Separation Project in the City of Montclair and direct staff to prepare a Cooperative Agreement for future Board consideration. **Darren Kettle**

12. **Alameda Corridor East Grade Separation Project Cost Increases and Funding Update** **Pg. 192**

Information Item. Receive and File **Darren Kettle**

13. **Cooperative Agreement No. 06-036 Amendment No. 2 with City of Yucaipa for the construction of the Live Oak Canyon/Interstate 10 Freeway Interchange Project, and Cooperative Agreement C07020 with Caltrans for construction of the Live Oak Canyon/Interstate 10 Interchange Project.** **Pg. 196**

1. Approve Amendment No. 2 to Cooperative Agreement No. 06-036 with the City of Yucaipa for the Live Oak Canyon/Interstate 10 Freeway Interchange Project to provide additional construction funding in the amount of $5,371,000 from the city of Yucaipa to supplement TCRP construction funding.

2. Approve Cooperative Agreement C07020 with Caltrans for the Reconstruction of Live Oak Canyon/interstate 10 Freeway Interchange Project. **Darren Kettle**

Notes/Action

14. Construction and Maintenance Agreement with Burlington Northern, Santa Fe Railroad (BNSF) and Caltrans for the Interstate 215 5th Street Overcrossing Project **Pg. 223**

Approve Agreement No. 07-016 with BNSF and Caltrans to construct a new bridge over existing BNSF tracks as part of SANBAG's construction of I-215, 5th Street Overcrossing, fund BNSF flagging and inspection services in estimated amount of $789,731, and receive BNSF contribution towards the project in the amount of $1,245,657. TN 83807000 **Darren Kettle**

15. Professional Services Agreement No. 05-016 for legal services with the law firm of Best, Best, and Krieger **Pg. 274**

1. Authorize Executive Director to approve an $75,000 increase to the not to exceed amount of Agreement No. 05-016 with Best, Best, and Krieger (BB&K) for a total not to exceed amount of $150,000; and

2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task Number 82407000 as detailed in the Financial Impact Section. TN 82407000 **Darren Kettle**

16. Measure I 2010-2040 Strategic Plan Project Cost Estimates and Revenue Generation Support Material **Pg. 275**

Information only. **Darren Kettle**

17. State Street/University Parkway Railroad Grade Separation – Hearing to Consider Resolutions of Necessity **Pg. 344**

1. Request that acting as the County Transportation Commission, the SANBAG Board Conduct public hearing to consider condemnation of real property required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino and,

2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:

a. The public interest and necessity require the project described in the proposed Resolution of Necessity. RESOLUTION NO. _____

b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3rd required)

Darren Kettle

Notes/Action

18. **Amendment No. 3 to Purchase order No. 0432 to P&D Consultants for construction management services for the route 71 Landscape Project.** **Pg. 347**

    Approve Amendment No. 3 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $50,000 to provide Construction Management Services for Route 71 Landscaping completion project. **Darren Kettle**

19. **Acronym Listing** **Pg. 349**

20. **Additional Items from Committee Members**

21. **Brief Comments by General Public**

22. **Director's Comments**

ADJOURNMENT

The next Major Projects Meeting is July 13, 2006.

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, 2nd 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 "Items for Discussion" contain suggested 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.

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.

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 apply.*

Disruptive 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 conduct includes 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, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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TRANSPORTATION MEASURE I

■ 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: June 15, 2006

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 the 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
4A	04-005	Yeager/Skanska *Alex Medyn*	Sudhakar Company Statewide Safety & Sign Dywidag Systems Int'l CGO RMD Moore Electric Alcorn Fence L. Johnson Erosion Control
5A	04-018	Brutoco Engineering & Construction *Mike Murphy*	Ortiz – A.C. Alcorn Fencing

*

Approved

Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:*

*Witnessed:*_____

			Anderson Drilling Modern Alloys JV Landclearing Pavement Recycling ACL Moore Signs & Lighting Pacific Restoration Harbor Co. Reycon Sudhakar Avar-Campbell Franklin Reinf. Steel
5B	05-014	Atkinson Contractors *Scott Lynn* *Kent Reiman*	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel Anderson Drilling
5C	05-005	Atkinson Contractors *Scott Lynn* *Kent Reiman* MCM *H McGovern*	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel
5D	06-001	Atkinson Contractors *Scott Lyon* *Kent Reiman*	West Coast Demo Penhall Moore Electric

			CGO Construction United Steel Placers Superior Gunite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
5E	06-016	Tony's Multi Service Firm *Manuel Blanco*	Rock Structures High-Light Electric W.S.S. Construction Diversified Landscape Traffic Signs
5F	06-017	Tony's Multi Service Firm *Manuel Blanco*	Rock Structures T.E. Roberts, Inc. Construction Area Signs High-Light Electric
7	04-016-01	Tetra Tech, Inc. *Kekoa Anderson*	Ninyo & Moore Robert J. Lung Diane Painter
8	07-008	DMJM+Harris *Victor Martinez*	Lim and Nascimento Engineering Associated Engineers Earth Mechanics Klienfelder LIN Consulting STB Landscape Abratique/Safe Probe
9	06-043	Jacobs Engineering *Sherry Sweitzer*	HDR Construction Control Company Vali Cooper & Associates Karen Meadows

14	07-016	Burlington Northern Santa Fe *John Shurson*	None
15	05-016	Best, Best, and Krieger *Steve DeBaun*	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2

MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER – 2006

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	CANCELLED	X		X							
John Pomierski			X	X	X							
Paul Biane	X		X	X								
Kelly Chastain	X		X	X	X							
Robert Christman			X	X	X							
Bea Cortes	X		X	X	X							
Pat Gilbreath	X		X	X	X							
Josie Gonzales			X	X								
Dennis Hansberger			X									
Larry McCallon			X	X	X							
Pat Morris	(Judith Valles) X		X	X	X							
Gwenn Norton-Perry												
Mark Nuaimi			X		X							
Gary Ovitt	X		X	X								
Richard Riddell	X		X	X	X							
Grace Vargas (Ed Scott)	X		X									
Alan Wapner	X		X	X								
Diane Williams	X		X	X								
Dennis Yates	X											

X- indicates member attended meeting.

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AGENDA ITEM 2

MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER – 2005

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	X	X	X	cancelled	X	cancelled	X	cancelled	X	X	X
John Pomierski	X	X	X								X	X
Paul Biane	X	X		X		X				X		
Kelly Chastain	X	X	X			X		X		X	X	X
Robert Christman		X	X	X		X		X		X		
Bea Cortes			X	X				X		X	X	X
Pat Gilbreath	X	X	X	X		X		X		X	X	X
Josie Gonzales	X		X	X		X				X		X
Dennis Hansberger	X	X	X							X	X	
Larry McCallon		X						X		X		X
Gwenn Norton-Perry								X			X	X
Mark Nuaimi		X						X		X		
Gary Ovitt	X	X	X	X								X
Richard Riddell	X	X	X	X		X		X			X	X
Judith Valles		X	X					X			X	X
Grace Vargas (Ed Scott)	X			X		X		(X)		X		X
Alan Wapner		X		X		X						
Diane Williams		X	X	X		X		X		X		X
Dennis Yates	X	X	X	X						X	X	X

X- indicates member attended meeting.
Crossed out box indicates member is no longer a Board Member. ** - indicates new member

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TRANSPORTATION MEASURE I

■ 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: 3

Date: June 15, 2006

Subject: Major Projects Committee April and May meeting minutes

Recommendation:* Approve minutes for the April and May Major Projects Committee meeting.

Background: See attached.

Financial Impact: No financial impact. TN 0651400.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved

Major Projects Committee

Date: June 15, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

MPC0606X-DMK.DOC
0651400

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TRANSPORTATION MEASURE I

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

MINUTES SUMMARY

Major Projects Committee

April 13, 2006, 9:00 a.m.

Location:
SANBAG Offices
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
The Super Chief Room

Major Projects Committee Attendance

Chair
John Pomierski, Mayor
City of Upland

Paul Biane, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
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Kelly Chastain, Council
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Pat Gilbreath, Mayor Pro Tem
City of Redlands

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

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

MINUTES SUMMARY

Major Projects Committee
April 13, 2006
9:00 a.m.

LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER - 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

I. Agenda Notices/Modifications
II. Announcements

		Notes/Action
1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of April 13, 2006	**Pg. 9**	
Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.		

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster	**Pg. 13**	
A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.		
3. Approval of the March Meeting Minutes	**Pg. 15**	MOTION: McCallon SECOND: Pomierski Motion carried.

		Notes/Action
Consent Calendar Cont'd		
4. Construction Change Orders to Ongoing SANBAG Construction Contracts with Yeager/Skanska, Inc. Review and Ratify Change Orders. TN 0636800. **Darren Kettle**	**Pg. 21**	MOTION: McCallon SECOND: Pomierski ABSTAINED: Biane Gilbreath Gonzales Ovitt Motion carried.
5. Construction Change Orders to Ongoing SANBAG Construction Contracts with Riverside Construction Company, Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV. Review and Ratify Change Orders. TN 0636800. **Darren Kettle**	**Pg. 23**	MOTION; McCallon SECOND: Pomierski ABSTAINED: Wapner Motion carried.
Discussion Calendar		
6. Major Projects Program Fiscal Year 2006/2007 Proposed Budget Approve Major Projects Program Fiscal Year 2006/2007 Proposed Budget. **Darren Kettle**	**Pg. 31**	MOTION: Gilbreath SECOND: Chastain Motion carried.
7. Amendment No. 1 to Contract No. 06-036 with the City of Yucaipa and Amendment No. 5 to Contract No. 01-061 with URS Corporation for Completing Project Plans, Specifications, and Estimates (PS&E) for I-10 Live Oak Interchange 1. Approve Amendment No. 1 to Contract No. 06-036 with the City of Yucaipa increasing the City's contribution in the amount of $170,000 to fund final design activities for the Live Oak Canyon Interchange, and 2. Approve Amendment No. 5 to Contract No. 01-061 with URS Corporation for completing PS&E for I-10 Live Oak Interchange increasing the amount of the contract by the amount of $170,000, and 3. Approve Amendment to the 2005/06 Budget Task Number 0643000 increasing expenditures and revenues in the amount of $170,000 as described in the financial impact section. The funding source is the City of Yucaipa through CN 06-036-01. TN 0643000 **Darren Kettle**	**Pg. 83**	MOTION: Chastain SECOND: Riddell ABSTAINED: Wapner Motion carried.

Discussion Calendar cont'd

		Notes/Action
8. Colton Crossing – Burlington Northern Santa Fe (BNSF)/Union Pacific (UP) Railroad to Railroad Grade Separation Project Management Subject to Interregional Transportation Improvement Program (ITIP) funding allocation from California Transportation Commission, approve SANBAG as lead agency for the purposes of preliminary engineering and environmental document development for the Colton Crossing Railroad to Railroad Grade Separation project. TN 87907000 **Darren Kettle**	**Pg. 97**	MOTION: Chastain SECOND: Ovitt Motion carried.
9. Approve appraisals and authorize offers for property necessary for the State Street/University Parkway Grade Separation 1. Approve appraisals listed in attachment "A" of this agenda item, copies of which are on file with the Director of Freeway Construction, and 2. Authorize acquisition of parcels necessary for the road realignment and railroad grade separation project at State Street/University Parkway and the Burlington Northern Santa Fe (BNSF) railroad tracks in the City and County of San Bernardino. **Darren Kettle**	**Pg. 99**	MOTION: Morris SECOND: Gilbreath Motion carried.
10. Budget Amendment for Exchange of Funds 1. Modify prior Board action of December 7, 2005, to approve the exchange of Measure I Major Projects funds for Federal Surface Transportation Program (STP) funds from the Mountain/Desert area at a rate of $1 of STP for $.90 of Measure I Major Projects Funds. 2. Approve budget amendment to reduce Task No. 0625300, I-215 Final Design, by $1.377M in Measure I Major Projects funds and increase Task No. 0694100, Mountain/Desert Planning and Project Development, by $1.377M in Measure I Major Projects funds, Contributions to Other Agencies. **Deborah Robinson Barmack** **This item was reviewed by the Mountain/Desert Committee on March 17, 2006, and is scheduled for continued review by the Major Projects Committee on April 13, 2006, and Mountain/Desert Committee on April 21, 2006**	**Pg. 103**	MOTION: Christman SECOND: Riddell Motion carried.
11. Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFETEA-LU) Fund Exchange with the Inland Valley Development Agency (IVDA) Approve in concept "dollar for dollar" fund exchange of SAFETEA-LU High Priority Project funds distributed to the IVDA for Measure I Valley Major Projects funds designated to Interstate 215 Improvements and direct staff to draft a fund exchange agreement to be considered by the Board at June 2006 Board meeting. **Darren Kettle**	**Pg. 105**	MOTION: McCallon SECOND: Morris Motion carried.

12.	**Request for Proposal (RFP) for Bond Counsel** Approve and release RFP No. 07-004 for Bond Counsel. **Terry McGuire**	**Pg. 111**	MOTION: Christman SECOND: Ovitt Motion carried.
13.	**Request for Proposal (RFP) for Investment Banking Services** Approve and release RFP 07-005 for Investment Banking Services. **Terry McGuire**	**Pg. 119**	MOTION: Christman SECOND: Ovitt Motion carried.
14.	**Request for Proposal (RFP) for Financial Advisor** Approve and release RFP No. 07-006 for Financial Advisor Services. **Terry McGuire**	**Pg. 127**	MOTION: Christman SECOND: Ovitt Motion carried.
15.	**Acronym Listing**	**Pg. 135**	
16.	**Additional Items from Committee Members**		
17.	**Brief Comments by General Public**		
18.	**Director's Comments**		

ADJOURNMENT @ 10:00 a.m.

The Next Major Projects Meeting is May 11, 2006.

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TRANSPORTATION MEASURE I

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

AGENDA

Major Projects Committee

May 11, 2006, 9:00 a.m.

Location:
SANBAG Offices
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
The Super Chief Room

Major Projects Committee Attendance

Chair
John Pomierski, Mayor
City of Upland

Kelly Chastain, Council
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

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Major Projects Committee

May 11, 2006
9:00 a.m.

LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER - 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

I. Agenda Notices/Modifications
II. Announcements

Notes/Action

1. **Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of May 11, 2006** **Pg. 7**

   Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

Due to lack of a quorum, the items on the Consent Calendar have been postponed to the next Major Projects Committee meeting.

2. **Major Projects Attendance Roster** **Pg. 11**

   A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. **Approval of the April Meeting Minutes** **Pg. 13**

Notes/Action

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Yeager/Skanska, Inc.** **Pg. 19**

   Review and Ratify Change Orders. TN 0636800. **Darren Kettle**

5. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** **Pg. 21**

   Review and Ratify Change Orders. TN 0636800. **Darren Kettle**

Discussion Calendar

6. **Request for Qualifications (RFQ) No. 07-003 for qualified firms to provide public information and safety services for the improvements to Interstate 215 in San Bernardino.** **Pg. 35**

   Recommend approval of Request for Qualifications (RFQ) No. 07-003 for qualified firms to provide public information and safety for the improvements to Interstate 215 in San Bernardino. **Cheryl Donahue**

   MOTION: Morris SECOND Pomierski Motion carried.

7. **State Street/University Parkway Railroad Grade Separation – Set Date for Hearing to Consider Resolutions of Necessity** **Pg. 61**

   Acting as the County Transportation Commission Set date and time of Wednesday, July 5, 2006, 9:30 AM for Hearing to consider Resolutions of Necessity for properties required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino. **Darren Kettle**

   MOTION: Gilbreath SECOND: McCallon Motion carried.

8. **Amendment No. 1 to Contract No. 04-005 with Yeager-Skanska Inc. for Segment 10 Early Construction** **Pg. 63**

   Approve Amendment No. 1 to Contract No. 04-005 for Route 210 Segment 10 Early Project, Riverside Avenue Overcrossing, Highland Realignment, and Sound Wall Construction to Yeager-Skanska Inc. in the amount of $325,019. **Darren Kettle**

   Due to lack of a quorum, this item will be going directly to the June Board of Directors meeting.

		Notes/Action
9. **Acronym Listing**	**Pg. 69**	
10. **Additional Items from Committee Members**		
11. **Brief Comments by General Public**		
12. **Director's Comments**		

ADJOURNMENT @ 9:25

The Next Major Projects Meeting is June 15, 2006.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

■ 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: 4

Date: June 15, 2006

Subject: Construction Change Orders to On-going SANBAG Construction Contracts with Yeager/Skanska

Recommendation:* Review and ratify change orders.

Background: **This item addresses only on-going construction contracts with Yeager/Skanska, Inc.**

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCO's) is presented below:

A. CN 04-005 with Yeager/Skanska, Inc. for construction of State Route 210 Segment 10 early project: No new CCOs have been approved since the last Major Projects Committee action.

Financial Impact: This item imposes no financial impact, as all CCO's are within previously approved contingency amounts. TN 0636800.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

Approved
Major Projects Committee

Date: June 15, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

MPC0606A-DMK.DOC

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TRANSPORTATION MEASURE I

■ 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: 5

Date: June 15, 2006

Subject: Construction Change Orders to On-going SANBAG Construction Contracts with **Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.**

Recommendation:* Review and ratify change orders.

Background: **This item addresses on-going construction contracts with Brutoco Engineering & Construction, Inc, Atkinson Contractors LP, Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.**

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCOs) is presented below:

A. CN 04-018 with Brutoco Engineering & Construction for construction of I-10 Truck Climbing Lane project: No new CCOs have been approved since the last Major Projects Committee action.

B. CN 05-014 with Atkinson Contractors, LP for construction of SR-210 Segments 9/10/11 Mainline project: CCO No. 34 ($141,876 increase for DS 5a alignment modification), CCO No. 40, Supplemental No. 1 ($87,492 increase for water line relocation), CCO No. 48 ($20,094 increase for Cajon OH bent 2 alt. pile), CCO No. 53 (no cost change

Approved
Major Projects Committee

Date: June 15, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

for soundwall block revision) have been approved since the last Major Projects Committee action.

C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: No new CCOs have been approved since the last Major Projects Committee action.

D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: CCO No. 4, Supplemental No. 1 ($30,000 increase for maintaining existing irrigation systems), CCO No. 16 ($5,316 increase for temporary bracing of pier walls), CCO No. 17 ($9,882 increase for additional abutment footing work at Citrus Ave.), and CCO No. 19 ($4,000 increase for Church St. falsework) have been approved since the last Major Projects Committee action.

E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: CCO No. 3 ($1,577 increase for remobilization for hot tap) has been approved since the last Major Projects Committee action.

F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 0636800 and TN 0643000.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

CCO NO.	DESCRIPTION (S) = With Supplemental $	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT/FHWA Concurrence TO	CT/FHWA Concurrence FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/ REMARKS
	*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>					$11,062,039.62								Contract Bid Amount >>		$99,383,665.18
1 (S)	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	$45,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05 2/8/05	2/10/05	2/10/05	Approved & Implemented
				$45,000.00	0.05%	$45,000.00	$ 11,017,039.52		2/10/05	<< Approved Copies						
1 S1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	$45,000.00				6/24/05	n/a	n/a	n/a	n/a	6/30/05	7/6/05	7/6/05	Approved & Implemented
				$45,000.00	0.05%	$90,000.00	$ 10,972,039.52		7/6/05	<< Approved Copies						
1 S2	ADDITIONAL FUNDS FOR CCO 1	EWFA		$100,000.00				10/12/05	11/8/05	N/A	N/A	N/A	10/12/05	10/12/05	11/4/05	Approved & Implemented
				$100,000.00	0.10%	$190,000.00	$ 10,872,039.52		11/8/05	<< Approved Copies						
1 S3	ADDITIONAL FUNDS FOR CCO 1	EWFA		$115,000.00				3/30/06	N/A	N/A			4/3/06	4/5/06	4/5/06	Approved & Implemented
				$115,000.00	0.12%	$305,000.00	$ 10,757,039.52		4/5/06	<< Approved Copies						
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	$50,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05 2/8/05	2/10/05	2/10/05	Approved & Implemented
				$50,000.00	0.05%	$355,000.00	$ 10,707,039.52		2/10/05	<< Approved Copies						
2 S1	ADDITIONAL FUNDS	EWFA		$65,000.00				10/27/05	N/A	N/A	N/A	N/A	10/27/05	11/21/05	11/21/05	Approved & Implemented
				$65,000.00	0.07%	$420,000.00	$ 10,642,039.52		11/21/05	<< Approved Copies						
3 (S)	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	$49,920.00				2/2/05	2/2/05	2/15/05	2/1/05	5/20/05	2/15/05 2/16/05	2/17/05	2/17/05	Approved & Implemented
				$49,920.00	0.05%	$469,920.00	$ 10,592,119.52		2/17/05	<< Approved Copies						
4	ACACIA CUL-DE-SAC	EWFA ITEM	0	$5,000.00 $33,149.00				3/4/05	3/16/05	3/22/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
				$38,149.00	0.04%	$508,069.00	$ 10,553,970.52		3/29/05	<< Approved Copies						
5	CUT, TRIM, REMOVE & DISPOSE OLEANDERS & MISC. SHRUBS ALONG ...	EWFA	0	$35,000.00				2/7/05	2/8/05	2/15/05	2/8/05	5/20/05	2/15/05 2/16/05	2/17/05	2/17/05	Approved & Implemented
				$35,000.00	0.04%	$543,069.00	$ 10,518,970.52		2/17/05	<< Approved Copies						
5 S1	ADDITIONAL FUNDS FOR CCO 5	EWFA	0	$38,000.00				4/17/06	N/A	N/A	4/19/06 (Courtesy)		4/17/06	4/19/06	4/19/06	Approved & Implemented
				$38,000.00	0.04%	$581,069.00	$ 10,480,970.52		4/19/06	<< Approved Copies						
6	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA ITEM	0	$15,000.00 $16,000.00				3/4/05	3/16/05	3/22/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
				$31,000.00	0.03%	$612,069.00	$ 10,449,970.52		3/29/05	<< Approved Copies						
7	REVISED PLAN SHEETS (CLARIFICATIONS)	No Cost	0	$0.00				2/15/05	2/17/05	3/8/05	2/18/05	5/20/05	3/8/05	3/16/05	3/16/05	Approved & Implemented
				$0.00	0.00%	$612,069.00	$ 10,449,970.52		3/16/05	<< Approved Copies						
8	MAN- MADE BURIED OBJECTS	EWFA	0	$30,000.00				3/7/05	3/16/05	3/22/05	3/8/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
				$30,000.00	0.03%	$642,069.00	$ 10,419,970.52		3/29/05	<< Approved Copies						
8 S1	ADDITIONAL FUNDS	EWFA	0	$45,000.00				5/25/05	N/A	N/A	N/A	N/A	5/23/05	5/26/05	5/25/05	Approved & Implemented
				$45,000.00	0.05%	$687,069.00	$ 10,374,970.52		5/31/05	<< Approved Copies						
8 S2	ADDITIONAL FUNDS	EWFA	0	$40,000.00				11/21/05	N/A	N/A	N/A	N/A	11/22/05	11/29/05	11/29/05	Approved & Implemented
				$40,000.00	0.04%	$727,069.00	$ 10,334,970.52		11/30/05	<< Approved Copies						
9	MAINTAIN UTILITY FACILITIES	EWFA	0	$30,000.00				3/7/05	3/16/05	3/22/05	3/8/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
				$30,000.00	0.03%	$757,069.00	$ 10,304,970.52		3/29/05	<< Approved Copies						

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

CCO NO.	DESCRIPTION (S) = With Supplemental $	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT/FHWA Concurrence TO	CT/FHWA Concurrence FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/ REMARKS
9 S1	ADDITIONAL FUNDS	EWFA		*$40,000.00*				9/26/05	N/A	N/A	N/A	N/A	9/26/05	9/28/05	9/28/05	Approved & Implemented
				$40,000.00	0.04%	$797,069.00	$ 10,264,970.52		9/28/05	<< Approved Copies						
9 S2	ADDITIONAL FUNDS	EWFA														IN PROCESS - HOLD UNTIL ELEC. WORK COMPLETE
				$0.00	0.00%	$797,069.00	$ 10,264,970.52									
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	*$30,000.00*				3/21/05	3/22/05	3/28/05	3/22/05 & Email	3/24/05	3/28/05	3/31/05	3/30/05	Approved & Implemented
				$30,000.00	0.03%	$827,069.00	$ 10,234,970.52		3/31/05	<< Approved Copies						
11	GRAFFITTI REMOVAL	EWFA	0	*$10,000.00*				3/31/05	4/1/05	4/4/05	4/4/05	5/16/05	4/4/05	4/5/05	4/5/05	Approved & Implemented
				$10,000.00	0.01%	$837,069.00	$ 10,224,970.52		4/6/05	<< Approved Copies						
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	*$63,410.40*				4/7/05	4/11/05	5/6/05	4/11/05	5/16/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
				$63,410.40	0.06%	$900,479.40	$ 10,161,560.12		5/18/05	<< Approved Copies						
13	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS														Meeting held on 12/1/05. Awaiting Contractor's cost proposal
				$0.00	0.00%	$900,479.40	$ 10,161,560.12			<< Approved Copies						
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	*$20,152.67*				5/27/05	6/3/05	6/30/05	6/5/05 email		7/5/05	7/6/05	7/6/05	Approved & Implemented
				$20,152.67	0.02%	$920,632.07	$ 10,141,407.45		7/6/05	<< Approved Copies						
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	*$30,000.00*				5/3/05	5/3/05	5/6/05	5/6/05		5/9/05	5/18/05	5/18/05	Approved & Implemented
				$30,000.00	0.03%	$950,632.07	$ 10,111,407.45		5/18/05	<< Approved Copies						
15 S1	ADDITIONAL FUNDS	EWFA	0	*$150,000.00*												IN PROCESS - On Hold for additional scope
				$150,000.00	0.15%	$1,100,632.07	$ 9,961,407.45			<< Approved Copies						
16	MODIFY VULCAN EAST DRIVEWAY	EWFA	0	*$15,000.00*				7/15/05	7/21/05		7/22/05		8/5/05	8/9/05	8/9/05	Approved & Implemented
				$15,000.00	0.02%	$1,115,632.07	$ 9,946,407.45		8/10/05	<< Approved Copies						
16 S1	ADDITIONAL FUNDS	EWFA		*$15,000.00*				9/21/05	N/A	N/A	N/A	N/A	9/21/05	9/26/05	9/26/05	Approved & Implemented
				$15,000.00	0.02%	$1,130,632.07	$ 9,931,407.45		9/26/05	<< Approved Copies						
16 S2	ADDITIONAL FUNDS	EWFA		*$30,000.00*				12/7/05	N/A	N/A	N/A	N/A	12/7/05	12/12/05	12/12/05	Approved & Implemented
				$30,000.00	0.03%	$1,160,632.07	$ 9,901,407.45		12/13/05	<< Approved Copies						
17 (S)	SWPPP MAINTENANCE SHARING	EWFA	0	*$40,000.00*				5/3/05	5/3/05	5/6/05	5/17/05		5/9/05	5/18/05	5/18/05	Approved & Implemented
				$40,000.00	0.04%	$1,200,632.07	$ 9,861,407.45		5/18/05	<< Approved Copies						
18	REVISION TO N LINE PROFILE	NO COST	0	*$0.00*				5/17/05	5/26/05	6/1/05	5/26/05 email		6/1/05	6/3/05	6/2/05	Approved & Implemented
				$0.00	0.00%	$1,200,632.07	$ 9,861,407.45		6/6/05	<< Approved Copies						
19	ILLICIT DUMPING	EWFA	0	*$30,000.00*				4/15/05	6/9/05	6/13/05	6/10/05 email		6/13/05	6/15/05	6/15/05	Approved & Implemented
				$30,000.00	0.03%	$1,230,632.07	$ 9,831,407.45		6/16/05	<< Approved Copies						
20	AYALA PIPE EXTENSION	EWFA	0	*$15,000.00*				5/27/05	6/3/05	6/9/05	6/2/05 email		6/9/05	6/15/05	6/15/05	Approved & Implemented
				$15,000.00	0.02%	$1,245,632.07	$ 9,816,407.45		6/16/05	<< Approved Copies						
21	SBCFCD MAINTENANCE TURN-AROUND, SEGMENT A	EWFA	0	*$15,000.00*				7/14/05	7/15/05	7/22/05	7/15/05		7/22/05	7/26/05	7/26/05	Approved & Implemented

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

CCO NO.	DESCRIPTION (S) = With Supplemental $	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT/FHWA Concurrence TO	CT/FHWA Concurrence FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/ REMARKS
	AROUND- SEGMENT 9															Implemented
				$15,000.00	0.02%	$1,260,632.07	$ 9,801,407.45		7/27/05	<< Approved Copies						
22	PROVIDE PEPPER AVE ACCESS - Segment 10	ITEM	0	$11,331.36				5/23/05	5/25/05	6/17/05	5/26/05 email		6/17/05	6/23/05	6/23/05	Approved & Implemented
				$11,331.36	0.01%	$1,271,963.43	$ 9,790,076.09		7/11/05	<< Approved Copies						
22 S1	ADDITIONAL FUNDS	EWFA		$2,000.00				8/18/05	8/22/05	8/31/05	9/8/05		9/8/05	9/19/05	9/19/05	Approved & Implemented
				$2,000.00	0.00%	$1,273,963.43	$ 9,788,076.09		9/19/05	<< Approved Copies						
23	DRAINAGE DETAILS & INCREASED PIPE SIZES IN SEGMENT 9	ITEM		$7,446.00			Revised >>>	~~8/18/05~~ ~~10/3/05~~ 12/5/05	~~9/9/05~~ 12/6/05	~~9/30/05~~ 12/16/05	~~9/9/05~~ 12/6/05	12/14/05	~~8/18/05~~ ~~10/4/05~~ 12/16/05	~~12/6/05~~ 1/9/06	1/9/06	Approved & Implemented
				$7,446.00	0.01%	$1,281,409.43	$ 9,780,630.09		1/9/06	<< Approved Copies						
24	SEGMENT 11 DRAINAGE REVISION	ITEM EWFA	0	$12,852.80 $2,500.00				6/6/05	6/17/05	6/30/05	6/17/05 email		7/5/05	7/6/05	7/6/05	Approved & Implemented
				$15,352.80	0.02%	$1,296,762.23	$ 9,765,277.29		7/6/05	<< Approved Copies						
25	ADDITIONAL DRAINAGE WORK / MODIFY NEW & EXISTING DRAINAGE FACILITIES	EWFA	0	$30,000.00				6/16/05	6/17/05	6/28/05	6/17/05 email		7/5/05	7/6/05	7/6/05	Approved & Implemented
				$30,000.00	0.03%	$1,326,762.23	$ 9,735,277.29		7/6/05	<< Approved Copies						
25 S1	ADDITIONAL FUNDS	EWFA														Hold for additional drainage work.
				$0.00	0.00%	$1,326,762.23	$ 9,735,277.29									
26	MODIFICATIONS TO THE INTERSECTIONS OF LILAC/CASMALIA AND LILAC/TAHOE	EWFA	0	$55,000.00			Revised >>>	10/28/05	11/22/05	12/5/05	11/22/05		~~10/31/05~~ 12/6/05	12/7/05	12/7/05	Approved & Implemented
				$55,000.00	0.06%	$1,381,762.23	$ 9,680,277.29		12/7/05	<< Approved Copies						
27	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 11	EWFA	0	$10,000.00			2nd Issuance>>>	7/18/05 12/1/05	~~7/29/05~~ 12/1/05	12/5/05	7/29/05	8/17/05	12/6/05	12/7/05	12/7/05	Approved & Implemented
				$10,000.00	0.01%	$1,391,762.23	$ 9,670,277.29		12/7/05	<< Approved Copies						
27 S1	ADDITIONAL FUNDS	EWFA	0	$45,000.00				5/9/06					5/9/06			IN PROCESS
				$45,000.00	0.05%	$1,436,762.23	$ 9,625,277.29									
28	SEGMENT 10 BRIDGE WELDED STEEL CASING PAYMENT	EWLS	0	$52,932.24				~~12/5/05~~ 12/7/05	12/8/05	12/16/05	12/8/05	12/14/05	~~12/5/05~~ 12/16/05	~~12/8/05~~ 1/9/06	1/9/06	Approved & Implemented
				$52,932.24	0.05%	$1,444,694.47	$ 9,572,345.05		1/9/06	<< Approved Copies						
29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA ADJ	0	$40,000.00 -$9,799.99				4/7/06	4/14/06	5/3/06	4/14/06		~~4/10/06~~ 5/3/06	4/13/06 5/9/06	5/8/06	Approved & Implemented
				$30,200.01	0.03%	$1,474,894.48	$ 9,542,145.04		5/9/06	<< Approved Copies						
30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	ITEM EWFA	0	$26,897.40 $120,000.00				2/28/06	3/10/06 Revised Transmittal >>	4/3/06	~~3/10/06~~ 4/19/06		~~3/8/06~~ 4/3/06	~~3/10/06~~ 4/17/06	4/17/06	Approved & Implemented. CCO Transm-Revised per CT
				$146,897.40	0.15%	$1,621,791.88	$ 9,395,247.64		4/17/06	<< Approved Copies						
31	MSE WALL CHANGE	ITEM ACLS	0	$96,331.00 -$21,238.00			Revised Memo >>>	8/15/05	8/17/05	9/14/05	~~8/17/05~~ 10/4/05		~~9/15/05~~ 10/4/05	10/7/05	10/7/05	Approved & Implemented
				$75,093.00	0.08%	$1,696,884.88	$ 9,320,154.64		10/7/05	<< Approved Copies						
31 S1	MSE WALL ADDITONAL CHANGES	ITEM EWFA	0	-$27,335.00 $41,820.00				1/18/06	1/26/06							IN PROCESS
				$14,485.00	0.01%	$1,711,369.88	$ 9,305,669.64									
32	SEG 10 EARLY PUNCHLIST: RELOC WVWD & SBC UTILITIES @ RIVERSIDE AND GALWAY INTERS.	EWLS EWFA	0	$58,499.35 $5,000.00				3/24/06	3/29/06 Revised Transmittal Per CT >>	4/11/06	~~3/29/06~~ 5/3/06		~~3/24/06~~ 4/14/06	~~3/29/06~~ 4/19/06	4/19/06	Approved & Implemented; Revised Trans - 05/2/06.
				$63,499.35	0.06%	$1,774,869.23	$ 9,242,170.29		4/19/06	<< Approved Copies						
32	INTERSECTION SIGNALIZATION &															Awaiting

SEGMENTS 9, 10, 11 MAINLINE
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San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

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S1	DRIVEWAY CONST.															Contractor's Cost Estimate 08-30-05
				$0.00	0.00%	$1,774,869.23	$ 9,242,170.29			<< Approved Copies						
32 S2	CONSTRUCT RETAINING WALL 1195															IN PROCESS
				$0.00	0.00%	$1,774,869.23	$ 9,242,170.29			<< Approved Copies						
33	REVISE FIBER OPTIC SYSTEM 103C	ITEM ADJ		$6,500.00 $132,604.94				3/20/06	3/21/06	5/3/06	3/21/06	4/6/06	~~3/20/06~~ 5/3/06	~~3/21/06~~		To HL/DK 5/3/06.
				$139,104.94	0.14%	$1,913,974.17	$ 9,103,065.35			<< Approved Copies						
34	DRAINAGE SYSTEM 6A ALIGNMENT MODIFICATION	ITEM ACLS		$25,956.00 $115,920.00				3/21/06	4/19/06	5/3/06	4/19/06		~~3/21/06~~ 5/3/06	~~4/19/06~~ 5/9/06	5/8/06	Approved & Implemented
				$141,876.00	0.14%	$2,055,850.17	$ 8,961,189.35		5/9/06	<< Approved Copies						
35	ADD WB AUXILIARY LANE & SIGN STRUCTURE CHANGES	ITEM ACLS		$5,177.34 $22,691.00				3/27/06	3/29/06		3/29/06	4/6/06	~~3/27/06~~	3/29/06		FORWARDED TO ATKN & CALTRANS 3/29/06
				$27,868.34	0.03%	$2,083,718.51	$ 8,933,321.01			<< Approved Copies						
36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA	0	$45,000.00				9/15/05	9/16/05	9/22/05	9/16/05		9/22/05	9/26/05	9/26/05	Approved & Implemented
				$45,000.00	0.05%	$2,128,718.51	$ 8,888,321.01		9/26/05	<< Approved Copies						
37	MBGR PER 2004 STANDARD SPECS	NO COST	0	$0.00				1/3/06	1/19/06	4/3/06	1/19/06		~~1/4/06~~ 4/3/06	~~1/18/06~~ 4/5/06	4/5/06	Approved & Implemented
				$0.00	0.00%	$2,128,718.51	$ 8,888,321.01		4/5/06	<< Approved Copies						
38	CACTUS STREET MODIFICATIONS	EWFA ITEM	0	$20,000.00 $58,004.78				2/21/06	3/13/06	4/3/06	3/13/06	4/6/06	~~2/22/06~~ 4/3/06	~~3/10/06~~ 4/5/06	4/5/06	Approved & Implemented
				$78,004.78	0.08%	$2,206,723.29	$ 8,810,316.23		4/5/06	<< Approved Copies						
39	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS	0	$6,559.08				10/19/05	10/25/05	11/14/05	10/25/05		10/19/05	11/21/05	11/21/05	Approved & Implemented
				$6,559.08	0.01%	$2,213,282.37	$ 8,803,757.15		11/21/05	<< Approved Copies						
40	HIGHLAND / EASTON PROFILE REVISION	ITEM EWFA	0	$4,547.58 $5,000.00				11/15/05	11/17/06	2/17/06	11/17/05		~~11/15/05~~ 2/20/06	~~11/17/06~~ 3/1/06	2/28/06	Approved & Implemented
				$9,547.58	0.01%	$2,222,829.95	$ 8,794,209.57		3/1/06	<< Approved Copies						
40 S1	CITY OF RIALTO WATERLINE RELOCATION ON EASTON	EWLS		$87,492.15				3/17/06	3/23/06	5/3/06	3/27/06	4/6/06	~~3/17/06~~ 5/3/06	~~3/23/06~~ 5/9/06	5/8/06	Approved & Implemented
				$87,492.15	0.09%	$2,310,322.10	$ 8,706,717.42		5/9/06	<< Approved Copies						
41	INCLUDE FIBER OPTIC AS MOH	NO COST	0	$0.00				9/27/05	9/28/05	9/28/05	9/28/05		9/28/05	9/28/05	9/28/05	Approved & Implemented
				$0.00	0.00%	$2,310,322.10	$ 8,706,717.42		9/28/05	<< Approved Copies						
42	DELETE PORTIONS OF IRRIGATION CROSSOVERS SEG 9 AND EDGE DRAIN SEG 10	ITEM	0	-$24,050.00				10/28/05	11/15/05	11/30/05	11/15/05		~~10/28/05~~ 11/30/05	~~11/15/05~~ 1/9/06	1/9/06	Approved & Implemented
				-$24,050.00	-0.02%	$2,286,272.10	$ 8,730,767.42		1/9/06	<< Approved Copies						
43	CACTUS CHANNEL BASIN EROSION CONTROL	EWAP		$103,227.83				~~5/12/06~~ 5/25/06					~~5/12/06~~ 5/25/06			IN PROCESS: TO HL 5/26/06.
				$103,227.83	0.10%	$2,389,499.93	$ 8,627,539.59			<< Approved Copies						
44	DELETE QC/QA FOR ASPHALT CONCRETE	ACUP	0	-$74,103.15				1/5/06	1/11/06	2/28/06	10/28/05	12/20/05	~~1/5/06~~ 3/2/06	~~1/11/06~~ 3/16/06	3/15/06	Approved & Implemented
				-$74,103.15	-0.07%	$2,315,396.78	$ 8,701,642.74		3/16/06	<< Approved Copies						
45	SIGN STRUCTURE SPECS CHANGE	ITEM EWAP ACLS	0	$137,697.10 $585,480.00 $8,962.80				~~11/28/05~~ ~~2/20/06~~ 3/1/06	~~12/2/05~~ ~~3/1/06~~ 3/14/06	3/14/06	~~12/2/05~~ 3/16/06		~~11/29/05~~ ~~2/20/06~~ 3/17/06	~~3/14/06~~ 3/27/06	3/21/06	Approved & Implemented
				$732,139.90	0.74%	$3,047,536.68	$ 7,969,502.84		3/27/06	<< Approved Copies						
46	RETAINING WALL CONCRETE GUTTERS	ACUP		$48,307.00												IN PROCESS

SEGMENTS 9, 10, 11 MAINLINE
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				$48,307.00	0.05%	$3,095,843.68	$ 7,921,195.84			<< Approved Copies						
47	REVISIONS TO DRAINAGE SYSTEM 7															Atkinson to concure with cost proposal
				$0.00	0.00%	$3,095,843.68	$ 7,921,195.84			<< Approved Copies						
48	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM EWFA		-$70,560.00 $90,654.24				3/7/06	3/8/06	4/25/06	3/8/06	4/6/06	~~3/7/06~~ 4/25/06	~~3/8/06~~ 5/3/06	5/3/06	Approved & Implemented
				$20,094.24	0.02%	$3,115,937.92	$ 7,901,101.60		5/3/06	<< Approved Copies						
49	OASIS															Awaiting Contractor's Cost Estimate
				$0.00	0.00%	$3,115,937.92	$ 7,901,101.60			<< Approved Copies						
50	CACTUS V-DITCH AND OUTLET STRUCTURE	ITEM														IN PROCESS
				$0.00	0.00%	$3,115,937.92	$ 7,901,101.60			<< Approved Copies						
51	SLOPE PAVING - PEPPER, LILAC & 27TH	ITEM														IN PROCESS
				$0.00	0.00%	$3,115,937.92	$ 7,901,101.60			<< Approved Copies						
52	LOCAL STREET SIGNS- METAL POSTS IN LIEU OF WOOD	ACUP		$1,328.25												
				$1,328.25	0.00%	$3,117,266.17	$ 7,899,773.35			<< Approved Copies						
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE	NO COST		$0.00				5/11/06	5/16/06	5/19/06	5/11/06	5/17/06	~~5/11/06~~ 5/19/06	~~5/16/06~~ 5/24/06	5/23/06	Approved & Implemented
				$0.00	0.00%	$3,117,266.17	$ 7,899,773.35		5/25/06	<< Approved Copies						
54	DIRT WORK FOR EROSION CONTROL	EWAP		$102,760.65				5/25/06					5/25/06			IN PROCESS: TO HL 5/26/06.
				$102,760.65	0.10%	$3,220,026.82	$ 7,797,012.70			<< Approved Copies						
55	REPAIR DRAINAGE FACILITY AT SW125N	EWFA		$15,000.00				5/23/06					5/23/06			IN PROCESS
				$15,000.00	0.02%	$3,235,026.82	$ 7,782,012.70									
56	ADJUST. FOR CONCRETE GUTTER IN EXCESS OF 125% EE (SEG 10 & 11)	ACUP		$0.00												IN PROCESS
				$0.00	0.00%	$3,235,026.82	$ 7,782,012.70									
	ITEM & CCO BALANCE: OVERRUN(-) / UNDERRUN(+)					>>>>>>>>>>>>>>>>>	$ (519,476.92)									
	TOTAL TO DATE >>>>>>>		0	$3,280,026.82	3.285%		$ 7,277,535.78	<<< Balance Inclusive of Item & CCO Overrun								

Total Approved CCO>>	$2,632,944.81
Approved CCOs>>	
Pending CCOs>>	$647,082.01

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK

** ITEM NO.		$ Overrun	$ Balance	CCO NO.	$ Overrun	$ Balance	Total Overrun
			-$279,334.80			-240,142.12	-$519,476.92
A13		-$5,860.00		1,1S1,1S2			As of Est. 17 (5/20/06)
A19		-$2,540.00		2,2S1			
A20		-$3,078.00		3			
A84				4			
A86				5			
A94		-$70.00		6			
				7			
B02		-$17,600.00		8,8S1			
B11		-$7,120.00		9,9S1	-32,650.91		
B12		-$16,880.00		10			

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				B13		-$9,723.60		11								
				B26		-$148,783.04		12								
				B34		-$22.42		13								
				B90		-$4,070.00		14								
				B93		-$12,167.50		15		-49,907.71						
				B95		-$11,734.60		16,16S1								
				B98		-$3,864.00		17		-17,689.38						
				B106		-$33,280.00		18								
				B158		-$1,100.00		19		-5,388.20						
								20		-1,387.84						
								21								
				C57		-$1,441.64		22,22S1		-3,244.61						
								23								
								24		-2,866.99						
								25		-71,052.76						
								27		-40,032.39						
								38		-15,422.89						
								40		-498.44						

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT TO	CT FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/ REMARKS
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	$35,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
				$35,000.00	0.08%	$35,000.00	$ 3,584,846.00			<< Approved Copies						
2	TRAINING	ACUP	0	$8,800.00				11/09/05	11/10/05	12/29/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
				$8,800.00	0.02%	$43,800.00	$ 3,576,046.00			<< Approved Copies						
3	MAINTAIN EXISTING ELECTRICAL SYSTEMS	EWFA	0	$10,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
				$10,000.00	0.02%	$53,800.00	$ 3,566,046.00			<< Approved Copies						
3S1	ADDITIONAL FUNDS	EWFA	0	$20,000.00				05/18/06	05/23/06		05/18/06		05/18/06	05/23/06	05/23/06	Approved & Implemented
				$20,000.00	0.05%	$73,800.00	$ 3,546,046.00			<< Approved Copies						
4	MAINTAIN EXISTING IRRIGATION SYSTEMS	EWFA	0	$30,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
				$30,000.00	0.07%	$103,800.00	$ 3,516,046.00			<< Approved Copies						
4S1	ADDITIONAL FUNDS	EWFA	0	$30,000.00				05/18/06	05/23/06		05/18/06		05/18/06	05/23/06	05/23/06	Approved & Implemented
				$30,000.00	0.07%	$133,800.00	$ 3,486,046.00									
5	GRAFFITI REMOVAL	EWFA	0	$10,000.00				11/09/05	11/10/05	11/28/05	11/10/05	12/02/05	12/07/05	01/18/06	01/18/06	Approved & Implemented
				$10,000.00	0.02%	$143,800.00	$ 3,476,046.00			<< Approved Copies						
6	REVISED CL PROFILE	EWFA	0	$10,000.00				02/13/06	02/13/06	02/21/06	02/13/06		03/01/06	04/04/06	04/04/06	Approved & Implemented
				$10,000.00	0.02%	$153,800.00	$ 3,466,046.00			<< Approved Copies						
7	ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	EWFA	0	$12,000.00				11/21/05	11/21/05	11/28/05	11/21/05		02/16/06	03/01/06	03/01/06	Approved & Implemented
				$12,000.00	0.03%	$165,800.00	$ 3,454,046.00			<< Approved Copies						
8	ENCROACHMENT PERMIT FEE	EWLS	0	$5,350.00				11/30/05	12/02/05	12/08/05	12/02/05	04/04/06	02/16/06	03/01/06	03/01/06	Approved & Implemented
				$5,350.00	0.01%	$171,150.00	$ 3,448,696.00			<< Approved Copies						
9	LOW EXPANSION MATERIALS	ACLS	0	-$85,093.00			*Revised >>*	01/06/06	01/10/06	01/19/06	01/10/06		02/16/06	03/01/06	03/01/06	Approved & Implemented
				-$85,093.00	-0.20%	$86,057.00	$ 3,533,789.00			<< Approved Copies						
10	SALVAGE BRIDGE RAILING (2000 LF)	ACLS	0													PENDING cost proposal by ATKN
				$0.00	0.00%	$86,057.00	$ 3,533,789.00			<< Approved Copies						
11	SALVAGE MBGR (Including THRIE BEAM)	ACLS	0													PENDING final cost negotiation
				$0.00	0.00%	$86,057.00	$ 3,533,789.00			<< Approved Copies						
12	SWPPP MAINTENANCE SHARING	EWFA	0	*$33,300.00*				01/10/06	01/10/06	01/19/06	01/10/06	04/04/06	02/16/06	03/01/06	03/01/06	Approved & Implemented
				$33,300.00	0.08%	$119,357.00	$ 3,500,489.00			<< Approved Copies						
13	ELECTRICAL CHANGES BY CALTRANS	ACLS		*$20,000.01*												PENDING cost proposal by ATKN
				$20,000.01	0.05%	$139,357.01	$ 3,480,488.99			<< Approved Copies						
14	MISCELLANEOUS STRUCTURE CHANGES (Asbuilt DSC)	ACLS	0													PENDING T&M cost reconciliation/proposal by ATKN
				$0.00	0.00%	$139,357.01	$ 3,480,488.99			<< Approved Copies						
15	ELECTRICAL & WATER METER SEVICE INSTALLATION & PERMIT FEES	ACLS EWLS	0	*$20,336.00* *$10,289.00*				04/19/06	04/16/06	04/21/06	04/16/06		05/02/06	05/04/06	05/04/06	Approved & Implemented

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I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

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				$30,625.00	0.07%	$169,982.01	$ 3,449,863.99			<< Approved Copies						
16	PIER WALL - TEMPORARY BRACING	ACLS	0	$5,316.00				04/14/06	04/14/06	04/18/06	04/14/06		05/02/06	05/04/06	05/04/06	Approved & Implemented
				$5,316.00	0.01%	$175,298.01	$ 3,444,547.99			<< Approved Copies						
17	CITRUS ABUT FOOTING	ACLS	0	$9,882.00				05/11/06	05/11/06	05/18/06	05/11/06		05/19/06	05/23/06	05/23/06	Approved & Implemented
				$9,882.00	0.02%	$185,180.01	$ 3,434,665.99			<< Approved Copies						
18	ANDERSON DRILLING - DIFFERING SITE CONDITIONS (Closed at NO COST)	ACLS	0	$0.00												CLOSED at NO COST
				$0.00	0.00%	$185,180.01	$ 3,434,665.99			<< Approved Copies						
19	CHURCH ST UC - FALSEWORK CHANGES	ACLS	0	$4,000.00				04/14/06	04/14/06	04/18/06	04/14/06		05/02/06	05/04/06	05/04/06	Approved & Implemented
				$4,000.00	0.01%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
20		EWFA	0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
21			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
22			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
8 S1			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
23			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
24			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
25			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
26			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
27			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
1-S1			0													
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
28																
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
29			0													

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CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 06/07/2006)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						
30																
				$0.00	0.00%	$189,180.01	$ 3,430,665.99			<< Approved Copies						

EA: 08-1A2704, 08-1A2708L
SANBAG CONT. NO.: 06-016
RTE.: 08-SBD-210-0.0/3.27
STPL-6053(066)

SR 210 HWY PLANTING Seg 1

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR TO	CONTRACTOR FROM	SANBAG (Appr.) TO	SANBAG (Appr.) FROM	SANBAG (Trans.) TO	SANBAG (Trans.) FROM	DATE APPR.	STATUS/ REMARKS
				*CONTINGENCY BUDGET		$ 312,207.00									
1	IRRIGATION CONTROLLER CABINET	NCNC	0	$ -	$ -	$ 312,207.00	2/13/2006	2/13/2006	3/14/2006	3/15/2006	3/15/2006	3/16/2006	3/20/2006	3/20/2006	CCO APPROVED
	Approved Copies to:							3/20/2006		3/20/2006					
2	ELECTRICAL ITEM CHANGES	APLS	0	$ 4,034.52	$ 4,034.52	$ 308,172.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/19/2006	4/19/2006	4/20/2006	CCO APPROVED Paid on Estimate No. 2
	Approved Copies to:							4/20/2006		4/1/2000					
3	REMOBILIZATION FOR HOT TAP AT MOUNTAIN AVE.	APLS	0	$ 1,577.03	$ 5,611.55	$ 306,595.45	5/9/2006	5/9/2006	5/9/2006	5/9/2006	5/10/2006	5/10/2006	5/10/2006	5/10/2006	CCO APPROVED Paid on Estimate No. 3
	Approved Copies to:							5/10/2006		5/10/2006					
4				$ -	$ 5,611.55	$ 306,595.45									
	Approved Copies to:														
5				$ -	$ 5,611.55	$ 306,595.45									
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6				$ -	$ 5,611.55	$ 306,595.45									
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10				$ -	$ 5,611.55	$ 306,595.45									
	Approved Copies to:														
	*ITEM OVERRUN***					$ -									
	TOTAL TO DATE >>>>>>>		0	$ 5,611.55		$ 5,611.55									

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

**

ITEM No.	$ Overrun	$ Balance
		$ -
		$ -
		$ -
		$ -

5/22/2006
Date Revised: 02/13/06

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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 6

Date: June 15, 2005

Subject: New Elections for Chair and Vice Chair of the Major Projects Committee

Recommendation*: Conduct Elections.

Background: According to SANBAG policy, elections for chair and vice chair of policy committees are to be held each June, with the election of the new SANBAG President.

The current Major Projects Committee chair is John Pomierski. The current vice chair is Grace Vargas.

Financial Impact: No financial impact.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: John Pomierski, Chair

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second*: Cortes

In Favor: *Opposed*: *Abstained:*

Witnessed: _____

MPC0606F-DMK.DOC
TN 0651400

Governments
SANBAG
Working Together

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TRANSPORTATION MEASURE I

■ 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: 7

Date: June 15, 2006

Subject: Amendment No. 1 Contract No. 04-016 with Tetra Tech, Inc. for Interstate 10/Tippecanoe Interchange Project Development.

Recommendation:* Approve Amendment No. 1 to Contract 04-016 with Tetra Tech, Inc. for preliminary engineering and environmental clearance on the I-10/Tippecanoe interchange and Evans Street north projects extending the period of performance and modifying the scope of services. TN 84207000

Background: **This is a no cost time extension amendment to an existing contract.** A preliminary engineering contract with Tetra Tech, Inc. was executed in August 2003, Contract 04-016, to prepare a project report and environmental document for the I-10/Tippecanoe interchange improvements and an adjoining north-south arterial corridor known as Evans Street. The interchange and Evans Street were part of an overall project to provide enhanced access to Loma Linda University Medical Center, improve freeway and local street operations in the interchange area, and to improve access for development at the former Norton Air Force base and City of San Bernardino and Loma Linda commercial interests. Based on numerous discussions with the project stakeholders over the last several years and evaluating the needs, purposes, and funding for the project components, it has been agreed that the overall large project should be separated into two smaller stand alone projects. The I-10/Tippecanoe interchange reconfiguration project is one project element and the Evans Street north project (which will include Evans Street north of the UPRR tracks with an east-west connector) is a second element.

Along with the discussions and decision to split the projects, numerous studies have also been performed evaluating interchange alternatives proposed in the Project Study Report as well as a number of new configurations. A single viable interchange alternative has now been developed to carry forward for technical

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

MPC0606h-das.DOC
Attachment: a0401601; a0401601sos-das

studies in the environmental document and preliminary engineering. This will simplify and streamline the preparation of the environmental clearance document as well as the preliminary engineering work of preparing a modified access report and geometric approval drawings.

These two major changes, the splitting of the overall project into 2 separate initial projects with 2 separate sets of deliverable products and the development of a single viable alternative to carry forward into the environmental technical studies and preliminary engineering, are changes to the scope of services of the original contract. The net effect from the splitting of the projects but reducing the number of alternatives is that there will be no additional cost with this amendment. There will need to be a time extension on the contract, however, due to the time taken to reach a decision on splitting the projects and developing a single viable alternative. This time extension will be for two additional years beyond the duration of the original contract.

Financial Impact: No additional funding is required as part of this amendment. This amendment is for a scope change and time extension only.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

MPC0606h-das.DOC
Attachment: a0401601

SANBAG Contract No. 04-016-01

by and between

San Bernardino County Transportation Authority

and

Tetra Tech, Inc.

for

Preparation of PR/ED for I-10 Tippecanoe

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☐ Original ☒ Amendment

Notes: Amendment for Time Extension and Scope Change

Original Contract:	$ 643,801	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 0
		Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 643,801.00

Please include funding allocation for the original contract or the amendment

Task	Cost Code	Funding Sources	Amounts
1 _____	_____	1 _____	$ _____
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 8/6/03 Contract Start: 8/6/03 Contract End: 8/6/06

New Amend. Approval (Board) Date: 7/5/06 Amend. Start: 7/5/06 Amend. End: 8/6/08

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____	Fiscal Year: _____	Fiscal Year: _____
$ _____	$ _____	$ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

6-7-06 — Task Manager Signature — Date

6/6/06 — Contract Manager Signature — Date

Chief Financial Officer Signature — Date

A0401601.doc
TN 0727200

Contract No. 04-016, Amendment No. 1

By And Between

San Bernardino County Transportation Authority

And

Tetra Tech, Inc.
For

Preparation of Project Report and Environmental Document for I-10 Tippecanoe Interchange

(Amendment for Time Extension and Scope Change)

Whereas, AUTHORITY Contract No. 04-016 was entered into between the San Bernardino County Transportation Authority (hereafter called AUTHORITY) and Tetra Tech, Inc. on August 6, 2003 for Preparation of Project Report and Environmental Document for I-10 Tippecanoe Interchange in the Cities of San Bernardino and Loma Linda, California; and

WHEREAS, the scope of work for this project has changed based on discussions with Caltrans, FHWA, and local agencies. Instead of a combined project report and environmental document to cover both the I-10 Tippecanoe interchange and the local Evans Street work, the two projects are now separated with independent project reports and environmental documents. The revised scope of services is included as Amendment 1, Attachment A, which supersedes the Attachment "A" which was part of the original contract, and

WHEREAS, the costs for various tasks have therefore changed as reflected in Amendment 1, Attachment B, which supersedes the Attachment "B" which was part of the original contract, though the total costs are the same as the original contract amount, and

WHEREAS, additional time is needed to complete the project based on the new scope of services,

NOW, THEREFORE, AUTHORITY Contract No. 04-016 is hereby amended as follows:

1. Extend the completion date of this contract to August 6, 2008.
2. Amendment 1, Attachment A shall supersede Attachment "A" of the original contract.
3. Amendment 1, Attachment B shall supersede Attachment "B" of the original contract.
4. All other provisions and terms of the contract shall remain the same.

Tetra Tech, Inc.

By: _____

Date: _____

San Bernardino
County Transportation Authority

By: _____
Kelly Chastain
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Contract 04-016, Amendment 1, Attachment A

TIPPECANOE AVENUE / I-10 INTERCHANGE
SCOPE OF WORK

The proposed scope of work assumes that one alternative will be studied for the Project Report and Environmental Document.

Task 1: ADMINISTRATION/COORDINATION/MEETINGS

Tetra Tech will manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency, subconsultant and utility coordination; project permit coordination; scheduling; budgeting; progress reporting; and invoicing. Progress meetings will be held at monthly intervals or as needed between SANBAG, the Cities, Caltrans and the Tetra Tech Project Team. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, Tetra Tech will maintain on-going communications with the SANBAG, Caltrans, the Cities, LLU and the County. A detailed schedule will be developed, maintained and updated for control of the project.

A Project Development Team (PDT) will be established for the project by Tetra Tech in conjunction with SANBAG and submitted to Caltrans for concurrence. The PDT will be comprised of the assigned Caltrans' Project Manager and representatives from Project Development, Environmental, Right-of-Way, Maintenance and Traffic Operations units as well as representatives of the Cities, LLU, the County, and Tetra Tech. Representatives from other entities may be added as needed.

Task 2: ALTERNATIVE STUDY/RESEARCH AND DATA COLLECTION

Various alternatives have been and are being studied for viability since the value analysis was performed in May of 2003, for example, an alternative that included loop ramps on the southern half of the interchange in addition to hook ramps in the southwest quadrant, and another alternative that included connection to Evans Street Overcrossing from HOV lanes.

Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from SANBAG, Caltrans, the Cities and the County and reviewed by Tetra Tech. Data to be obtained and reviewed includes:

- Mapping and design information from Caltrans, the Cities and SANBAG for adjacent freeway interchange and street improvement projects or developers who may be planning or currently working on development projects in the vicinity
- Hazardous material/waste information
- Preliminary materials (geotechnical) information
- Environmental resources inventory and issues
- Landscape information
- Traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, accidents, etc.)
- Preliminary structure studies
- I-10 Corridor Concept Plan

- Right-of-way and utility plans
- Local planning (land use)

Task 3: SURVEY/MAPPING/BASE PLANS

Based on the Caltrans Metric to U.S. Customary Units Transition Plan dated March 2005, all projects initiated after March 1, 2005 that also PS&E after March 1, 2007 must use English units. After researching records and data at the County and Caltrans for vertical and horizontal control information, Tetra Tech will perform the horizontal and vertical control, aerial contour mapping and limited field survey tasks. The aerial topography mapping will be prepared in Microstation Intergraph format at a 1"=50' scale with 1-foot contour intervals. The area to be mapped will include: Along I-10 from the Waterman Avenue eastbound on-ramp to 1,000 feet east of Richardson Street, 600 feet south of centerline and 300 feet north of centerline; Along Tippecanoe Avenue/Anderson Street 300-feet wide from Davidson Street to San Timoteo Creek.

This new mapping will be used for the development of the geometrics of the horizontal and vertical alignments for the layout sheets required for the, PR, Environmental Document and Geometric Approval Drawing. Mapping will be provided in hard copy as well as Intergraph Microstation electronic format. Some limited field survey work will be required to verify existing bridge clearances, power line sag elevations, top of rail elevations and flow line elevations at significant drainage facilities or to secure information that may not show on the aerial map due to overhanging trees and underbrush.

Electronic black and white photographs (Ortho Photos) will be provided for the mapped area to aid in matching existing improvements and showing proposed improvements over existing conditions for the Conceptual Alignment Study to be used as exhibits at meetings and workshops.

Task 4: DRAFT ENVIRONMENTAL DOCUMENT

a. Project Information Review

Tetra Tech will obtain and examine information from prior stages in the project development process related to the environmental evaluation. In particular, Tetra Tech will review the existing PEAR considering the new design for the interchange. We will verify and confirm the initial Purpose and Need, Alternatives, and previous environmental evaluations with Project Manager. In addition, Tetra Tech will obtain and examine RTP and RTIP listings, regional emissions analyses, verify compliance with NEPA/404 MOU process at prior stages, verify Clean Air Act conformity status of project, and update the project file.

b. Public and Agency Scoping Process

For the purposes of this scope of work, Tetra Tech assumes that an Initial Study/Mitigated Negative Declaration will be the level of environmental documentation required for this project. Therefore, there is no formal noticing requirement, but we assume that a single public meeting and a single agency scoping meeting will be held to determine the range of issues that the Environmental Document should consider prior to circulation of the Draft Environmental Document to the public.

c. Community Impact Analysis, Land Use, and Growth Studies

Tetra Tech will perform all activities related to socioeconomic, land use, and growth inducement technical studies for use in the environmental document, and prepare a technical report documenting study results, including an Environmental Justice analysis as required. This will also cover the Right-of-Way Relocation Report.

d. Visual Impact Assessment and Scenic Resource Evaluation

Perform all activities related to Visual Impact Analysis Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results. This section will include analysis of potential impacts on visual resources within the project area. Tetra Tech will conduct a detailed assessment of the project area that will be subject to disturbance and possible visual impacts. Tetra Tech will identify important viewpoints and their proximity to the location of disturbance and will examine the disturbance area for viewpoints of high sensitivity (recreation areas, scenic highways, etc.).

High sensitivity viewers include existing residential areas, new housing or retail/commercial space, existing recreation areas (parks, etc), existing and proposed pedestrian/bicycle paths, and areas of similar concern for the visual environment.

The existing project area and surrounding landscape could be considered low in scenic value due to the existing disturbance regime. Key Observation Points (KOPs) will be established from local vantage points. KOPs are strategic viewing points: (1) where there are significant numbers of public viewers with a concern for the visual environment; and (2) from which there will be a clear view of the project during the construction phase and after construction is completed.

Tetra Tech will take photographs on-site from approved KOPs. These photographs will document the existing visual conditions before construction of the proposed improvements. Tetra Tech will prepare a computerized visual simulation of the proposed highway improvements as seen from these KOPs. This visual simulation will be presented to agency and staff, and will be used in public hearings and public meetings for the project. This scope of work assumes a maximum of five KOPs for discussion of visual impacts, with one visual simulation per KOP, for five total simulations.

Using GIS as a tool to map and analyze the construction areas of potential visual impact will be identified. The visual analysis will be performed taking into consideration the dominant elements within the context of the existing highway and with the CEQA/NEPA Guidelines for significance.

e. Noise Study

Tetra Tech will perform all activities related to noise impact analysis for use in the Environmental Document, and prepare a technical report documenting study results. The analysis will include the following subtasks:

- Identify sensitive receptors and analysis locations.
- Perform Caltrans noise screening procedure to indicate required level of study.
- Collect existing noise information, including monitoring data from ARB and APCD sites.
- Perform noise modeling.
- Develop estimates of effectiveness for alternative mitigation measures.

- Prepare technical report with preliminary barrier plans.

If it is determined that the project will have noise impacts, then Tetra Tech will consider potential abatement measures and recommend noise abatement measures that are determined to be reasonable and feasible. Tetra Tech will use Caltrans' Traffic Noise Analysis Protocol to determine when an abatement measure is reasonable and feasible.

f. Air Quality Study

Tetra Tech will perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Conformity at the project-level for pollutants of concern will include ozone (O_3) and particulate matter that is 2.5 microns in diameter or smaller ($PM_{2.5}$). Since this project is located in a non-attainment area for a PM_{10}, $PM_{2.5}$, and for ozone, then additional air quality analysis and reduction measures in regard to that pollutant are required. Tetra Tech assumes that a modeling analysis will be required for PM_{10} and $PM_{2.5}$. This analysis will include:

- A map showing the project alternatives and receptor sites and the location of the air district monitoring stations used to establish background concentrations.
- A description of the analysis process.
- A description of any assumptions made for the purposes of doing the analysis.
- A discussion of the results of the analysis and a comparison of the impacts and the proposed avoidance, minimization and/or mitigation measures.
- Conclusions regarding whether the project will cause any standard exceedances.

In order to conduct this analysis, baseline year and buildout year traffic count estimates are required for the no-build and the build scenarios.

g. Water Quality Studies

Perform all activities related to water quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Tetra Tech will review the work completed in 2000 for the PEAR and will update the information as needed. Tetra Tech assumes that there are no drinking-water wells in the vicinity of the project and no impact on aquifers, surface waters, or floodways, and therefore will limit this study to field reconnaissance only.

h. Summary of Geotechnical Report

Tetra Tech will include a summary of the Preliminary Geotechnical Report prepared by Ninyo & Moore for inclusion in the Draft Environmental Document. Tetra Tech assumes for the purposes of this scope that no significant geotechnical issues will be raised that will impact scope or schedule for the Environmental Document.

i. Phase 2 Environmental Site Assessment

Based on discussions with SANBAG, this task is omitted from this contract and will be completed in the next phase of the project.

j. Paleontology Study

Tetra Tech will complete the identification and evaluation of paleontological resources within the project's study area through existing information on geological stratigraphy and assessment of the probability of paleontological features in the project area. For the purposes of this scope, Tetra Tech assumes no paleontological resources exist in the project area.

k. Biological Studies

Perform all activities related to preparing Biological Studies related to the project. Tetra Tech assumes for the purposes of this study that no sensitive status species or wetlands would be impacted by this project. Therefore, we assume that a Biological Assessment and an ESA Section 7 consultation will not be required. Similarly, no wetland delineation or wetland permitting is assumed to be needed.

Tetra Tech will review existing information on biological resources, update the CNDDB query conducted in 2000, conduct a one-day field reconnaissance, make a tentative determination of possible sensitive species presence, and contact USFWS and CDFG for confirmation of a list of potential species of concern in the project area. The field reconnaissance will also include a review of wetland potential on-site and an analysis of invasive species presence. Tetra Tech will provide a brief report documenting existing conditions and analyzing potential impacts. For the purposes of this scope, it is assumed no protocol surveys will be needed.

l. Cultural Resource Studies

Tetra Tech will perform studies and prepare cultural resources (archaeological, historical, and architectural) reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code, including consultation with Native American communities as appropriate. After preparation and approval of an APE map, Tetra Tech will perform an archival search and conduct one day of pedestrian surveys. In addition, a Historical Resources Evaluation Report will be prepared based on literature review and field survey.

We assume for the purposes of this scope of work that no resources will be found within the APE that would be eligible for the National Register or trigger Section 4(f) considerations. Tetra Tech will evaluate any potential effects on cultural resources and recommend measures to avoid or reduce impacts where feasible.

m. Draft Environmental Document

Upon completion of all technical studies, Tetra Tech will prepare the EA/IS with all attachments. Tetra Tech will deliver one complete draft document, circulate among Caltrans, SANBAG, receive comments, and incorporate comments into final document. Upon satisfactory completion of the draft document, Tetra Tech will obtain permission to circulate the EA/IS.

n. Circulate EA/IS

Tetra Tech will circulate the EA/IS as required under NEPA and CEQA, including the publication of Notice of Availability and Notice of Intent to Adopt Mitigated Negative Declaration.

o. Prepare for and Hold Public Hearing

Under Caltrans guidance, an opportunity for a public hearing must be presented in the public notice process. For the purposes of this scope, Tetra Tech assumes no public hearing will be requested or held.

Task 5: TRAFFIC ANALYSIS AND REPORT

Based on our discussions with SANBAG, SANBAG initiated the traffic analysis necessary to move forward of studying one alternative in the Project Approval/Environmental Document phase. SANBAG will continue to complete the remaining work in-house. Tetra Tech's proposed fee is based on some work that has already been initiated by Tetra Tech, in addition to some coordination time.

Task 6: PRELIMINARY FOUNDATION REPORTS

Caltrans DOS has been requires a Preliminary Foundation Report for all impacted existing bridge structures and proposed new bridge structures and non-standard walls be submitted with the PR for a project. This work effort was not included in our original scope of work. Our geotechnical subconsultant, Ninyo & Moore, will perform the following specific tasks to complete the Preliminary Foundation Reports in accordance with Caltrans standards. Information in the Preliminary Foundation Reports will be included in the cost estimates for the APS concepts that are attachments to the PR. N&M will prepare nine Preliminary Foundation Reports, one for each potential new bridge and bridge widening within the project limits. The geotechnical evaluation is intended to provide a Preliminary Foundation Report as described in Section 2 of Caltrans Guidelines for Foundation Investigation and Reports. Deep borings and laboratory testing for foundation design will not be performed. Tetra Tech's structural engineers will review the Preliminary Foundation Report and discuss the findings and recommendations with N&M. Specific tasks will include:

- Project planning and coordination.
- Detailed review of readily available geologic maps, materials reports, as-built foundation reports, Log of Test Borings, published literature, stereoscopic aerial photographs, in-house information, our previous work on the project, soil reports, and reports and/or plans obtained from Caltrans.
- Assessment of the geologic conditions and seismic hazards affecting the bridge locations, and evaluation of their potential impacts on the project.
- Geotechnical site reconnaissance to observe the surficial geology and general site conditions at the study areas.
- Data compilation and engineering analysis of the information obtained from our background review and site reconnaissance. N&M's engineering analyses will include the evaluation of seismic data, liquefaction potential, scour potential, and the existing foundations, based on existing information only. N&M will not be performing subsurface evaluation or laboratory testing.
- Preparation of one Preliminary Foundation Report in letter report format for each bridge. The Preliminary Foundation Reports will be prepared in metric units. The reports will provide results of the engineering analyses and preliminary recommendations for design and construction of the bridge foundations. The reports will also provide recommendations for fieldwork and laboratory testing required for final foundation recommendations. Subsequent

to review of the draft reports by Caltrans and the agencies, comments will be addressed and the Preliminary Foundation Reports will be finalized and submitted.

Task 7: BRIDGE AVANCED PLANNING STUDIES

In conjunction with development of the concept geometrics, our bridge design engineers will prepare the Advance Planning Studies for the proposed widening of the I-10 bridge over San Timoteo Creek, and for the westbound onramp from Tippecanoe Avenue in accordance with the most recent issue of Caltrans' Memo to Designers 1-8 and 9-3. In addition, we will follow the Office of Special Funded Projects Information and Procedures Guide, Section 3-2, to complete the deliverables required by Caltrans. The objective of the Advance Planning Studies will be to develop feasible types of structures, costs, and constraints applicable for each bridge and each specific location. Special attention will be given to span lengths, structure depths, column locations, proposed clearances, seismic requirements, approach slabs, falsework requirements, construction staging, and traffic handling during construction.

The Advance Planning Studies will achieve the following objectives:

- Define the scope of structure work in the project.
- Provide the structure depth for setting profile grade lines.
- Establish preliminary structure construction cost estimates.
- Describe and document the design assumptions used in the early concept of the structure.
- Review Structures Maintenance Reports and include program-necessary identified repairs.
- Provide an early opportunity for the HQ Office of Structures Design (OSD) to assist in project conceptualization.

Familiarize the OSD with the project to program their workload and update the bridge status

Task 8: UTILITY IMPACTS/COORDINATION

We will review existing utility information available from the City and Caltrans and contact utility owners to determine major facilities located in the project area. This information will be shown on the geometric approval plans in the PR and ED and used to determine potential significant impacts to facilities and the cost estimates resulting from the impacts.

We will send copies of the geometric approval plans showing known utilities to the utility owners, requesting verification of existing facilities. The request for information will also include request for proposed future improvements planned by the utility owners in the project area. Information received from the utility owners will be used

Task 9: STORM WATER DATA REPORT (SWDR)

Under the NPDES storm water program, operators of large, medium, and regulated small municipal separate storm sewer systems (MS4s) require authorization to discharge pollutants under an NPDES permit. The SWDR will summarize the potential storm water quality issues and possible pollutants of concern to meet water quality standards through implementation of permanent and temporary Best Management Practices (BMPs).

Tetra Tech will collect information relevant to the project storm water and prepare the SWDR to develop a list of potentially feasible permanent storm water design pollution prevention and

treatment BMPs and incorporate the preliminary cost and associated right-of-way costs for implementing BMPs. The SWDR will be updated with more detailed engineering and environmental data to continue the BMP selection process during the PA/ED phase of the project.

Task 10: TRANSPORTATION MANAGEMENT PLAN (TMP)

We will prepare a Draft and Final TMP in accordance with Caltrans Transportation Management Guidelines dated July 1, 2001, and in accordance with examples of TMPs previously approved by District 8 as part of the Project Report. The estimated level of effort does not include the work necessary to develop and obtain approval of a TMP required for PS&E. Our work effort includes meetings with Caltrans Traffic Operations; fieldwork to review and determine detour route and gather other information related to alternate routes; data collection related to traffic volumes, signal timing, etc.; the TMP analysis; and preparation of the draft and final reports. We will incorporate agency review comments from the Draft TMP report into the Final TMP report, and submit the original and five (5) copies of the final report. The final TMP report will be included as an attachment to the PR.

Task 11: FACT SHEETS

There may be a need to deviate from standards in order to construct cost-effective, yet safe facilities. If standards cannot be met for proposed improvements to the interchange, we will prepare draft and final fact sheets for deviation from Caltrans Mandatory and Advisory Standards. This scope of work assumes two fact sheets are to be prepared.

Task 12: RIGHT-OF-WAY IMPACT/DATA SHEET

Existing right-of-way information, including parcel boundaries, will be obtained from record information at the City and Caltrans. As the preferred alternative layout sheets are refined, the impacts to right-of-way will also be better defined. This information will be shown on the right-of-way layout sheets and used to determine the preliminary right-of-way requirements for each alternative. The cost of potential right-of-way acquisitions, including construction easements and relocations, will be included in the cost estimate for each PR and ED alternative. A Right-of-Way Data Sheet will be prepared for each viable interchange alternative and included in the PR and ED. This scope assumes the necessary title reports will be provided by the City.

Task 13: COST ESTIMATE

We will develop preliminary cost estimates, with appropriate contingencies, for each viable alternative by summarizing: 1) construction costs; 2) potential environmental mitigation costs; 3) utility relocation/adjustment costs; and 4) potential right-of-way costs, to include acquisition and relocation costs. The development of cost estimates requires consideration of the impacts of each alternative. A Project Report Cost Estimate will be prepared for each viable alternative in accordance with Chapter 20 of the Caltrans Project Development Procedures Manual.

Task 14: DRAFT PROJECT REPORT

Tetra Tech will prepare the Draft Project Report (DPR). The DPR is an engineering report and will be prepared in conjunction with the Environmental Document. The DPR will be prepared in accordance with Section 2-50.30 and the eleven steps shown in Article 20, Guidelines for the Project Report Outline, in the Caltrans Project Development Procedures Manual. Provide thirty (30) copies of the Draft PR along with copies of the preliminary plans and supporting attachments

to SANBAG for review and comment and for transmittal to Caltrans for their review and comment.

Task 15: MODIFIED ACCESS REPORT (MAR)

We will prepare a Draft and Final MAR in accordance with Caltrans District 8 requirements and guidelines. Since there are no formal guidelines or format for an MAR, we assume the requirements and work effort will be similar to the MAR we recently prepared for the I-215 project in conjunction with SANBAG and District 8 staff. This effort will include preparation of the layouts, preparation of the traffic data, and development of the text necessary to adequately describe the project and its impact on the existing and proposed freeway connection and access control. We will prepare and submit the Draft MAR, and then incorporate review comments into the Final MAR. We will submit ten (10) copies of the Draft MAR and the original and twenty (20) copies of the Final MAR.

Task 16: FINAL ENVIRONMENTAL DOCUMENT

Tetra Tech will submit "final" EA to FHWA for Approval with copy of NOA for the "draft" EA and Record of Public Hearing for "draft" EA. When FHWA has approved the document, Tetra Tech will revise, as needed, and submit a Notice of Determination (NOD, CEQA) and Notice of Availability (NOA, NEPA) to the appropriate agency, and file the final EA/IS with the Mitigated Negative Declaration.

Task 17: FINAL PROJECT REPORT

After approval of the Draft PR, Tetra Tech will prepare the Final Project Report in conjunction with the Final Environmental Document. Tetra Tech will provide forty-five (45) copies and one (1) reproducible master of the Final PR along with copies of the preliminary plans and supporting attachments, including the Final Environmental Document, to SANBAG for review and comment and for transmittal to Caltrans for their final review, approval and signature. Approval of the PR and Project Approval by SANBAG and Caltrans will allow the PS&E to begin.

Task 18: GEOMETRIC APPROVAL DRAWING (GAD)

Tetra Tech will include maps of both the existing conditions and the proposed improvements in the project vicinity. As part of the Project Report (PR), we will submit the GAD of the Recommended Alternative only to SANBAG and Caltrans for review and approval. Tetra Tech will prepare GAD for the project in accordance with Caltrans standards, as described in Chapter 200 of the Highway Design Manual. We will prepare GAD for inclusion in the Final PR after the Draft PR has been circulated for review.

EVANS STREET
SCOPE OF WORK

TASK 1 – ADMINISTRATION/COORDINATION/MEETINGS

Tetra Tech will manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency, subconsultant and utility coordination; project permit coordination; scheduling; budgeting; progress reporting; and invoicing. Progress meetings will be held at monthly intervals or as needed between SANBAG, the City of Loma Linda, Caltrans and the Tetra Tech Project Team. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, Tetra Tech will maintain on-going communications with the SANBAG, Caltrans, the City of Loma Linda, and LLU. This scope of work assumes 10 meetings. A detailed schedule will be developed, maintained and updated for control of the project.

TASK 2 - RESEARCH AND DATA COLLECTION

Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from SANBAG, Caltrans, the Cities and the County and reviewed by Tetra Tech. Data to be obtained and reviewed includes:

- mapping and design information from the City of Loma Linda and LLU for street improvement projects or developers who may be planning or currently working on development projects in the vicinity
- hazardous material/waste information
- preliminary materials (geotechnical) information
- environmental resources inventory and issues
- landscape information
- traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, accidents, etc.)
- preliminary structure studies
- right-of-way and utility plans
- local planning (land use)

TASK 3 - SURVEY/MAPPING/BASE PLANS

To adequately prepare the Environmental Document and Conceptual Plans, it is essential to obtain accurate and up-to-date mapping. The horizontal and vertical control, aerial contour mapping and limited field survey tasks will be provided. Vertical and horizontal control information will be researched at the County. The aerial topography mapping will be prepared in Microstation Intergraph format at a 1"=50' scale with 1-foot contour intervals. The area to be mapped will include from Redlands Boulevard to South Pacific Railroad, west of the Academy. The mapping will be approximately 300 feet wide Mapping will be provided in hard copy as well as Intergraph Microstation electronic format. Some limited field survey work will be required to verify existing power line sag elevations, and flow line elevations at significant drainage facilities or to secure information that may not show on the aerial map due to overhanging trees and underbrush.

TASK 4 – PRELIMINARY ENVIRONMENTAL STUDIES

Tetra Tech will conduct initial investigations that are to be documented in the Preliminary Environmental Studies (PES). The PES will be supported by tabulated and mapped information, as necessary and pertinent to the information be presented. Tetra Tech will prepare the regional map, project location map and project footprint map to be incorporated into the PES. After the first screencheck, Tetra Tech will participate in a field review with SANBAG, City of Loma Linda, Loma Linda University and Caltrans Local Assistance. It is anticipated that one draft screencheck and one draft final screencheck will be submitted. The PES will conform to Exhibits 6-A and 6-B of the Local Assistance Procedures Manual.

TASK 5 – TECHNICAL STUDIES

Tetra Tech understands that the Environmental Document will be subject to both CEQA and NEPA requirements. We understand that the decision regarding the type of Environmental Document to be prepared will be made by Caltrans at the time of approval of the PES. For the purpose of this scope of work, and based on our knowledge of the project and meeting with Caltrans, Tetra Tech has assumed that a Categorical Exclusion document, with required technical studies (involving federal action) will be prepared.

Tetra Tech will prepare the following technical reports to support Categorical Exclusion.

<u>Noise Analysis</u> - Tetra Tech will analyze any potential highway traffic noise effects in accordance with NEPA and CEQA requirements. Since this project will have FHWA involvement, Tetra Tech will follow the Federal-Aid Highway Act of 1970 and the associated implementing regulations (23 CFR 772) in its analysis of traffic noise impacts. Tetra Tech will use the noise abatement criteria (NAC) contained in the regulations.

If it is determined that the project will have noise impacts, then Tetra Tech will consider potential abatement measures and recommend noise abatement measures that are determined to be reasonable and feasible based on the Caltrans' Traffic Noise Analysis Protocol.

<u>Water Quality</u> - Tetra Tech will review previous information gathered during reconnaissance work conducted in 2000 and update as needed with a field reconnaissance conducted in concert with the biological field visit. San Timoteo Creek is entirely confined to a concrete-lined channel in the project area, and no project activities are proposed that would adversely impact the creek. The project is located in a 100-year floodplain but will not alter floodwater movement or impair a floodway. Tetra Tech will also rule out the presence of wetlands or agricultural wetlands and will prepare a summary report to be used for further permitting (ACOE 404 or CDFG 1602 permits) if needed.

<u>Biological Resources</u> - Tetra Tech will review existing information on biological resources, update the CNDDB query conducted in 2000, conduct a one-day field reconnaissance, make a tentative determination of possible sensitive species presence, and contact USFWS and CDFG for confirmation of a list of potential species of concern in the project area. The field reconnaissance will also include an analysis of invasive species presence. Tetra Tech will provide a brief report documenting existing conditions and analyzing potential impacts. For the purposes of this scope, it is assumed no protocol surveys will be needed.

<u>Wetland Resources</u> –Preliminary literature review and map search has indicated that no wetlands are present in the project area. For the purposes of this scope, we assume that no

wetlands will be revealed during the biological site reconnaissance and that no delineation will be needed.

Air Quality - Tetra Tech will perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Conformity at the project-level for pollutants of concern will include ozone (O_3) and particulate matter that is 2.5 microns in diameter or smaller ($PM_{2.5}$). Since this project is located in a non-attainment area for a PM_{10}, $PM_{2.5}$, and for ozone, then additional air quality analysis and reduction measures in regard to that pollutant are required. Tetra Tech assumes that a modeling analysis will be required for PM_{10} and $PM_{2.5}$. This analysis will include:

- A map showing the project alternatives and receptor sites and the location of the air district monitoring stations used to establish background concentrations.
- A description of the analysis process.
- A description of any assumptions made for the purposes of doing the analysis.
- A discussion of the results of the analysis and a comparison of the impacts and the proposed avoidance, minimization and/or mitigation measures.
- Conclusions regarding whether the project will cause any standard exceedances.

In order to conduct this analysis, baseline year and buildout year traffic count estimates are required for the no-build and the build scenarios.

Hazardous Waste Materials - A Phase I study was completed for the general project area in 2000, in which several sites near the project footprint were identified. Tetra Tech will update this investigation as needed and identify any sites requiring further investigation. For the purposes of this scope of work, and based on the 2000 assessment, we assume that there will not be any sites requiring further investigation for the Evans Street Extension project. .

Cultural Resources – Tetra Tech will evaluate any potential impacts to historic and archaeological resources under the guidelines of the National Historic Preservation Act (NHPA), as well as CEQA and California Public Resources Code Section 5024.1. We will perform an archival search and conduct one day of pedestrian surveys. We assume for the purposes of this scope of work that no resources will be found within the APE that would be eligible for the National Register or trigger Section 4(f) considerations. Tetra Tech will evaluate any potential effects on cultural resources and recommend measures to avoid or reduce impacts where feasible.

Visual Resources - Tetra Tech will conduct an assessment of the project area that will be subject to disturbance and possible visual impacts. For the purposes of this scope, Tetra Tech assumes visual impact will be limited to minor changes in night-time lighting and glare. Based on preliminary engineering designs, Tetra Tech will conduct one night-time survey of existing lighting and glare conditions and will analyze potential impacts from lighting proposed with this project. Given the existing level of disturbance and the lack of significant cuts and fills needed for this project, Tetra Tech assumes no other visual analysis will be needed.

Traffic Analysis – Based on our discussions with SANBAG, the traffic analysis report will be completed by SANBAG.

TASK 6 – ENVIRONMENTAL DOCUMENTS

The results of all the technical studies will be presented in the draft Categorical Exclusion. We will assess the environmental effects, including growth-inducing and cumulative effects, with

significance criteria as agreed to by the City, SANBAG and Caltrans. Tetra Tech will compile a draft Categorical Exclusion, including appendices, and distribute it to the City, SANBAG and Caltrans for review. We have assumed one review of the Categorical Exclusion, subsequent incorporation of comments and the submittal of a camera-ready final Categorical Exclusion with supporting technical studies.

TASK 7 – GEOMETRIC APPROVAL DRAWING

We will develop the geometrics for development of Evans Street roadway to focus on physical characteristics of the project area and the engineering features and standards required to develop the project. Horizontal and vertical alignments will be made to ensure compliance with City standards. The geometric approval drawing will include, but not limited to, the existing features from the mapping provided in Task 3, proposed lane widths and pavement widening, approximate daylight lines, existing and proposed right-of-way.

This scope of work assumes Tetra Tech will submit the GAD to the City of Loma Linda, SANBAG and other agencies/stakeholders for review. We have assumed two reviews of the GAD, incorporation of comments and response to comments for this task.

Contract 04-016, Amendment 1, Attachment B

COST AND PRICE ANALYSIS -
TIPPECANOE AVENUE/I-10 INTERCHANGE
TETRA TECH, INC.

DETAIL DESCRIPTION		ESTIMATED HOURS	AVERAGE RATE/HOUR*	TOTAL EST. COST ($)
1. DIRECT LABOR (Specify)				
PROJECT DIRECTOR (PRINCIPAL)		80	$60.00	$4,800.00
PROJECT MANAGER/SUPERVISING SCIENTIST		478	$55.61	$26,581.58
PROJECT ENGINEER/PROJ SCIENTIST		738	$45.37	$33,483.06
DESIGN ENGINEER/SR SCIENTIST		980	$40.85	$40,033.00
CAD OPERATOR/SCIENTIST		890	$34.85	$31,016.50
WORD PROCESSOR		476	$23.06	$10,976.56
				$0.00
				$0.00
	TOTAL	3642		$146,890.70
2. INDIRECT COSTS (Overhead/G&A-Specify)	BURDEN RATE (%)	x BASE =	BURDEN ($)	
Salary related	48%	$146,890.70	$70,507.54	$70,507.54
General overhead	107%	$146,890.70	$157,173.05	$157,173.05
3. TOTAL DIRECT LABOR AND DIRECT COSTS (Sum of Lines 1 and 2)				$374,571.29
4. FIXED FEE/PROFIT (Applies to line 3 only)	PERCENT	x BASE =	FEE ($)	
Profit	10%	$374,571.29	$37,457.13	$412,028.41
TOTAL			$37,457.13	$412,028.41
5. OTHER DIRECT COSTS (Specify)				
Robert J. Lung (Mapping - vendor)				$25,875.00
Diane Painter (DBE)				$10,588.20
Lee Anderson				$9,150.27
Tim Zack				$9,150.27
Ninyo & Moore (Geotechnical- Preliminary Foundation Reports)				$22,226.00
Ninyo & Moore (Environmental - Phase II ESA)				$0.00
Travel/Mileage				$5,000.00
Equipment/Supplies				$6,534.00
Reproduction/Direct Cost				$10,000.00
6. TOTAL CONTRACT COST (Sum of Lines 3, 4, and 5)				$510,552.16

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED

B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT	C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ____ NO ____ YES (If yes, name Agency negotiating rates) DOD

CERTIFICATE

The labor rates and overhead rates are current and all estimated costs have been determined by generally accepted accounting principles. Consultant represents that it (a) ____ has, ____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the consultant) to solicit or secure this contract, and (b) ___ has, ____ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the consultant) an fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the San Bernardino Associated Governments

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

* NOTE: Average 3 year escalation hourly rate is based on 7% increase.

COST AND PRICE ANALYSIS -

Evans Street

TETRA TECH, INC.

DETAIL DESCRIPTION		ESTIMATED HOURS	AVERAGE RATE/HOUR*	TOTAL EST. COST ($)
1. DIRECT LABOR (Specify)				
PROJECT DIRECTOR (PRINCIPAL)		36	$60.00	$2,160.00
PROJECT MANAGER/SUPERVISING SCIENTIST		123	$55.61	$6,840.03
PROJECT ENGINEER/PROJ SCIENTIST		252	$45.37	$11,433.24
DESIGN ENGINEER/SR SCIENTIST		246	$40.85	$10,049.10
CAD OPERATOR/SCIENTIST		288	$34.85	$10,036.80
WORD PROCESSOR		134	$23.06	$3,090.04
				$0.00
				$0.00
	TOTAL	1079		$43,609.21
2. INDIRECT COSTS (Overhead/G&A-Specify)	BURDEN RATE (%)	x BASE =	BURDEN ($)	
Salary related	48%	$43,609.21	20932.4208	$20,932.42
General overhead	107%	$43,609.21	$46,661.85	$46,661.85
3. TOTAL DIRECT LABOR AND DIRECT COSTS (Sum of Lines 1 and 2)				$111,203.49
4. FIXED FEE/PROFIT (Applies to line 3 only)	PERCENT	x BASE =	FEE ($)	
Profit	10%	$111,203.49	$11,120.35	$122,323.83
TOTAL			$11,120.35	$122,323.83
5. OTHER DIRECT COSTS (Specify)				
Robert J. Lung (Mapping - vendor)				$8,025.00
Direct Cost/Reproduction				$2,900.00
6. TOTAL CONTRACT COST (Sum of Lines 3, 4, and 5)				$133,248.83

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ____ NO ____ YES (If yes, name Agency negotiating rates) DOD

CERTIFICATE

The labor rates and overhead rates are current and all estimated costs have been determined by generally accepted accounting principles. Consultant represents that it (a) ____ has, ____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the consultant) to solicit or secure this contract, and (b) ___ has, ____ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the consultant) an fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the San Bernardino Associated Governments

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

* NOTE: Average 3 year escalation hourly rate is based on 7% increase.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

•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 8

Date: June 15, 2006

Subject: Contract No.07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing

Recommendation*: Approve Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing in the amount of $100,000 as detailed in the Financial Impact Section. TN 83807000

Background: **This is a new, sole source contract.** Under the terms of our cooperative agreements for design with Caltrans, SANBAG is obligated to make the design consultant who prepared the plans available for consultation and corrections during the construction process. In this instance, the designer is DMJM+Harris. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. The $100,000 cost of this contract represents a budget that should adequately cover the construction engineering need for a project of this size. This is consistent with other similar contracts on Route 210/30 and the costs incurred for construction engineering on Rt. 71.

Financial Impact: The total contract amount is $100,000. The expenditure for Fiscal Year 2006/2007 is consistent with SANBAG's adopted Fiscal Year 2006/2007

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606l-das
Attachments: a07008-das

budget. Funding source is Measure I Valley Major Projects Fund. TN 83807000.

Reviewed By: This item has been reviewed by SANBAG Counsel. This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

mpc0606l-das
Attachments: a07008-das

SANBAG Contract No. 07-008

by and between

San Bernardino County Transportation Authority

And

DMJM+HARRIS, Inc.

For

Construction Support Services for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 100,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 100,000

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 83807000	5553	1 Meas. I Valley Major Projects	$ 30,000
2 83808000	5553	2 Meas. I Valley Major Projects	$ 45,000
3 83809000	5553	3 Meas. I Valley Major Projects	$ 25,000

Original Board Approved Contract Date: 07/05/06 Contract Start: 07/05/06 Contract End: 7/05/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 30,000	$ 45,000	$ 25,000

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

Task Manager Signature 6-8-06 Date

Contract Manager Signature 6/7/06 Date

Chief Financial Officer Signature Date

Sanbagportal-11 Agreements-a07008-das
TN 83800

CONTRACT NO: 07-008

EFFECTIVE DATE: July 5, 2006

by and between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

and

DMJM+HARRIS, Inc.

For

Construction Support Services

for

Interstate 215, 5th Street Overcrossing

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CONTRACT

FOR

CONSTRUCTION SUPPORT SERVICES

This Contract, entered into this 5th day of July, 2006, by the firm of DMJM+HARRIS, Inc. (hereinafter called CONSULTANT) whose address is:

800 N. Haven, Suite 410
Ontario, California 91764

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

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

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with high professional engineering and land surveying standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing engineering standards.

Article 2 Performance Schedule and Force Majeure

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on July 5, 2006 and shall continue in effect for forty-eight (48) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that

the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.

3.2 The total cost shall not exceed $100,000.00. Services will be performed on a task order basis. Each Task Order shall be cost reimbursable plus fixed rate fee amount. SANBAG's Contract Manager has the authority to negotiate and approve each Task Order. Services provided in each Task Order shall be based on Attachment "A", Scope of Services. The cost of each Task Order shall be based on the CONSULTANT's Rate Sheet, Attachment "B".

3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. The maximum salary rate established for this contract is $60.00 per hour and shall remain at this rate for the duration of this contract. Overtime and premium labor rates are not permitted without prior authorization from SANBAG.

3.4 Not used.

3.5 The Cost principles set forth in Part 31 of the Federal Acquisition Regulation (FAR) as constituted on the effective date of this contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.

3.5.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by CONSULTANT to SANBAG.

3.5.3 Any subcontract, entered into as a result of this contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the

compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.

6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.

6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed Services pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

6.5 CONSULTANT shall submit separate progress invoices (marked with SANBAG'S contract and job numbers) to SANBAG each month within fifteen (15) calendar days after the cutoff date. Progress invoices shall include request for payment for Services (including additional Services authorized by SANBAG's contract manager) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from each period. Each progress payment shall be for cost incurred plus the fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.

6.6 CONSULTANT shall forfeit the fee portion of the progress payment for the period if CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date.

6.7 CONSULTANT shall forfeit all costs incurred if CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date.

Article 7 Documentation and Right of Audit

7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

7.2 The State, the state auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, any documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article 8 Responsibility of the Engineer

8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other services furnished by the CONSULTANT under terms of this Contract.

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 **Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 **Permits and Licenses**

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

Article 11 **Technical Direction**

11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.

11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";

11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;

11.2.4 Changes any of the expressed terms, conditions or specifications of the contract; or

11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.

11.2.6 A failure of the CONSULTANT and Contract Administrative Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".

11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.

11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;

11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

Article 12 Changes

12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.

12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If sufficient funds exist in the contingency, SANBAG may, at its option, provide written direction to

CONSULTANT that contingency funds may be used for compensation for the change. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.

12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff

or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

15.2 Key Personnel are:

Victor Martinez	Greg Brown
Mario Montes	Terence Pao
Ben Kho	

Article 16 Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with high professional and engineering principles and standards which are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

17.1 If, as a part of the Contract, CONSULTANT is required to produce Products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG

the original of all such Products which shall become the property of SANBAG.

17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.

17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.

17.4 CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.

17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

Article 18 Terminations

18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by

written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.

18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

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

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage in an amount not less than

$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.

21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the Sate of California, including Employers Liability with $250,000 limits, covering all persons providing services on behalf of CONSULTANT.

21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $3,000,000 in the aggregate written on an occurrence form.

21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., from and against:

22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

Article 23 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 24 Subcontracts

24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

24.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 25 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 26 Independent Contractor

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

Article 27 Precedence

27.1 The Contract documents consist of these General Terms and Conditions, and Attachment "A" - Scope of Services, Attachment "B" - Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.

27.2 The following order of precedence shall apply:

27.2.1 This Contract, its General Terms and Conditions, and Attachments
27.2.2 CONSULTANT's Statement of Qualifications
27.2.3 SANBAG's Request for Qualifications

27.3 In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 28 Communications and Notices

28.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 28. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: DMJM+HARRIS, Inc.
Address: 800 N. Haven Avenue, Suite 410
Ontario, CA 91764

Attn: Victor Martinez
Phone: (909) 291-8150
Fax: (909) 291-8166

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, Second Floor
San Bernardino, California 92410
Attn: Mr. Darren Kettle
Phone: (909) 889-8611 x153
Fax: (909) 388-2002

28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

Article 29 Disputes

29.1 In the event any dispute arises between the parties hereto under or in connection with this Contact (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.

29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 30 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Daniel, Inc., gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 31 Review and Acceptance

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

31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.

31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 32 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 33 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 34 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts

Manager or other duly authorized representative.

Article 35 Governing Law and Venue

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

Article 36 Suspension of Services

36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 20, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 37 Contingent Fee

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

Article 38 Entire Document

38.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

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

38.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 39 Attorney's Fees

39.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

DMJM+HARRIS, Inc.

By: _____

Date: _____

San Bernardino County Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

ATTACHMENT "A"

Scope of Services

by and between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

and

DMJM+HARRIS, Inc.

for

Construction Support Services for I-215 5th Street Overcrossing

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SCOPE OF SERVICES

100 GENERAL

110 Overview

The San Bernardino Associated Governments (SANBAG), in cooperation with the California State Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform Construction Support Services for a freeway project in San Bernardino County, described in Section 120.

Coordination of CONSULTANT and SANBAG will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Darren Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

120 Project Location and Description

This corridor project proposes to reconstruct a freeway, namely Interstate 215, from Interstate 10 to the SR 30/210 interchange. The project will include the addition of an HOV lane and mixed flow lane in each direction, reconfiguration of freeway interchanges, new and widened bridges, street/road improvements, and drainage facilities.

The total corridor project is divided into four segments and an early bridge project for project management, pricing, development, and reporting purposes. This Scope of Services will cover construction support services and related deliverables for the 5th Street Overcrossing Early Bridge project. This Early Bridge project will utilize Plans and Specifications prepared by CONSULTANT, herein referred to as the Project.

200 APPLICABLE STANDARDS

As-built plans shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

300 SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with CALTRANS, other agencies, and other consultants providing Services for the Project.

B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Serivces. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.

C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.

D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

E. CONSULTANT shall obtain, at its expense, all applicable CALTRANS Manuals and Standard Plans.

F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract.

G. Provisions of the Construction Support Services are not intended to and will not in anyway create a contractual relationship between CONSULTANT and the construction contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

H. CONSULTANT shall be required to furnish all necessary additional drawings for

corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.

I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.

J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.

L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the SANBAG Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of either SANBAG. All construction agreements are between SANBAG and its construction contractor.

M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer and the Caltrans Documents unit. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:

- One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
- One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.

Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.

N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.

O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.

P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Builts" utilizing information provided by the SANBAG Resident Engineer. Preparation of microfilm of the "As-Builts" is not included in this task.

Q. Drawings and amendments, required due to actions of SANBAG/CALTRANS, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.

400 NOT USED

500 NOT USED

600 ADMINISTRATION

610 SANBAG Project Management and Administration

As part of their design management activities SANBAG shall:

A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.

B. Review CONSULTANT correspondence as needed.

C. Coordinate the distribution of public information.

D. Provide a focal-point contact for all questions, requests, and submittals.

F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

G. Receive and review progress reports from CONSULTANT and incorporate the data presented in their Project Control System.

I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.

J. Have final review and approval over all contractual payments and changes.

620 CONSULTANT Project Management and Administration

A. CONSULTANT's design management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.

2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.

3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.

4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.

E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

630 Project Controls

A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review.

B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

640 Quality Assurance

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

650 Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of drawings to be delivered for the submittal tasks outlined in this Scope of Services.

Contract 07-008, Attachment "B"

COST AND PRICE ANALYSIS — **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

NAME OF CONSULTANT		TITLE OF PROJECT		
DMJM+HARRIS, Inc.		I-215 Widening/Reconstruction - Construction Support		
Detail Description		Estimated Hours	(Average) Rate/Hour	Total Estimated Cost ($)
1. DIRECT LABOR (Specify) SEE CONTINUATION SHEET				
PROJECT MGR/TECHNICAL DIRECTOR		100	$60.00	6,000.00
PRINCIPAL/PROJECT ENGINEER		60	$52.00	3,120.00
ENGINEER III & PROJECT CONTROLS		150	$42.56	6,384.00
ENGINEER II/ELECTRICAL CAD		225	$33.60	7,560.00
ENGINEER I		50	$25.61	1,280.50
PRINCIPAL BRIDGE ENGINEER		25	$56.50	1,412.50
SENIOR BRIDGE ENGINEER		50	$44.63	2,231.50
SENIOR CADD TECHNICIAN		20	$36.07	721.40
PROJECT CONTROLS		8	$47.68	381.44
ADMINISTRATIVE ASSISTANT		62	$21.25	1,317.50
	TOTAL	750		**$30,408.84**
2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden ($)	
	150.00%	$30,408.84	$45,613.26	**$45,613.26**
3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)				**$76,022.10**
4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee ($)	
	10.00%	$76,022.10	$7,602.21	$7,602.21
TOTAL LABOR & FEE				**$83,624.31**
5. OTHER DIRECT COSTS				
Reproduction/Plotting				$350.00
Copying/Binding				$250.00
Transportation/Travel				$150.00
Special Deliveries				$126.00
LAN				$10,000.00
EMI				$2,500.00
KLEINFELDER				$1,500.00
LIN CONSULTING				$1,500.00
LSA				$0.00
STB LANDSCAPE				$0.00
6. TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)				**$100,000.31**
			USE	**$100,000.00**
DATE				
May 30, 2006				

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Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 9

Date: June 15, 2006

Subject: Professional Services Contract with Jacobs Engineering to provide Construction Management Services for the Interstate 215 5th Street Bridge Projects

Recommendation:* Approve Agreement No. 06-043 with Jacobs Engineering to provide construction management services for the Interstate 215 5th Street Bridge project in the amount of $3,290,925 as detailed in the Financial Impact Section. TN 83807000

Background: **This is a new contract.** In December 2005 the Board authorized the release of a Request of Qualifications (RFQ) for construction management services for the Interstate 215 Construction project commencing with the 5th Street Bridge Project. SANBAG received five Statements of Qualification (SOQ) in response to the RFQ. The consultants that submitted SOQs included:

- Jacobs Engineering/HDR/Vali Cooper,
- Caltrop Corporation/LAN Engineering,
- Parsons Transportation Group,
- Harris and Associates, and
- Berg & Associates/STV Incorporated.

Utilizing the SANBAG consultant selection process a committee consisting of two Caltrans representatives, one representative from the City of San Bernardino, one representative from the Riverside County Transportation Commission, and two SANBAG representatives short-listed to four consultants to be interviewed. The four consultants that interviewed before the selection committee were Jacobs Engineering, Caltrop, Harris and Associates and Parson Transportation. Following interviews and committee deliberations, the selection committee

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

MPC0606D-DMK.DOC
Attachment: a06043-das

unanimously agreed that Jacobs Engineering team was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors.

The contract cost negotiated with Jacobs is consistent with the work included in the scope of work used for the RFQ. Board members will also recall that in recognition of the size of the potential consultant contracts and the importance of achieving the optimal "good fit" between SANBAG field staff and the construction management team, staff recommended that the contract be structured to allow SANBAG at its option to terminate and re-compete after set milestones, or continue with the same firm through the end of all construction work on the I-215 north of Interstate 10. This contract is consistent with that intent.

Finally, in 1995 the Board adopted "policy guidance" for direct hourly salary and overhead rates for staff when negotiating professional services contracts for Major Projects. In 2001 the Board amended the maximum hourly rate to $60. Since then the market has become extremely competitive for top talent and prevailing wage rates that apply to construction project inspectors continue to put upward pressure on directly hourly salary rates. Four individuals from the Jacobs team, including the Project Manager, the Senior Resident Engineer, the Senior Structures Representative, and Project Controls/Scheduler have a direct hourly salary that exceeds the $60/hour "policy guidance" rate. Additionally, this agreement includes allowances for annual 5% salary increases for personnel assigned to this project which will lead one additional member of the team exceeding the $60/hour rate in the second year of the project.

Financial Impact: This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract is $3,290,925. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 83807000

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

MPC0606D-DMK.DOC
Attachment: a06043-das

SANBAG Contract No. 06-043

by and between

San Bernardino County Transportation Authority

And

Jacobs

For

Construction Management Services for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 3,134,214	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ 156,711	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 3,290,925

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 83807000	5553	1 Meas. I Valley Major Projects	$ 1,250,000
2 83808000	5553	2 Meas. I Valley Major Projects	$ 1,000,000
3 83809000	5553	3 Meas. I Valley Major Projects	$ 700,000
4 83810000	5553	4 Meas. I Valley Major Projects	$ 340,925

Original Board Approved Contract Date: 07/05/06 Contract Start: 07/05/06 Contract End: 1/5/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09	Fiscal Year: 09/10
$ 1,250,000	$ 1,000,000	$ 700,000	$340,925

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

6-8-06 — Task Manager Signature — Date

6/7/06 — Contract Manager Signature — Date

Chief Financial Officer Signature — Date

CONTRACT NO: 06-043

EFFECTIVE DATE: July 5, 2006

by and between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

and

Jacobs

For

Construction Management Services

for

I-215 5th Street Overcrossing Project And Other Potential Portions of I-215

in
City of San Bernardino, California

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CONTRACT

FOR

CONSULTING SERVICES

This Contract, entered into this 5th day of July, 2006, by the firm of Jacobs (hereinafter called CONSULTANT) whose address is:

3850 Vine Street, Ste. 120_____
Riverside, CA 92507_____

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street, Second Floor
San Bernardino, California 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with the professional construction management standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing construction management standards.

Article 2 Performance Schedule and Force Majeure

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on July 5, 2006 and shall continue in effect for forty-two (42) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.

3.2 The total cost shall not exceed $3,134,214 with a contingency of $156,711 for a total contract cost of $3,290,925. Services to be provided under terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B". CONSULTANT'S fee will be paid by SANBAG on an **earned** basis as set forth in Section 6.5.

3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. The maximum salary rate established for this contract is $60.00 per hour and shall remain at this rate for the first twelve months of this contract after which an escalation of no more than 5% per year will be allowed. The only personnel with a higher salary rate are the Project Manager at $70.00 per hour and the Senior Resident Engineer and Senior Structural at $65.00 per hour. These rates shall also remain fixed for the first 12 months of the contract after which an escalation of no more than 5% per year will be allowed. Overtime and premium labor rates are not permitted

without prior authorization from SANBAG.

3.4 Not used.

3.5 Not used.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation

supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.

6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.

6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed Services pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

6.5 CONSULTANT shall submit progress invoices, (marked with SANBAG'S contract and job numbers) to SANBAG each month within fifteen (15) calendar days after the cutoff date. Progress invoices shall include request for payment for Services (including additional Services authorized by SANBAG's contract manager) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from each period. Each progress payment shall be for cost incurred plus the **earned** fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Earned fee shall be calculated by multiplying percent complete for the applicable phase of the project by the **CONSULTANT's direct labor and overhead** for each phase. Payment shall not be construed to be an acceptance of Services.

6.6 CONSULTANT shall forfeit the fee portion of the progress payment for the period if CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date.

6.7 CONSULTANT shall forfeit all costs incurred if CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date.

Article 7 Documentation and Right of Audit

7.1 CONSULTANT shall keep and maintain all books, papers, records,

accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

7.2 The State, the state auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, any documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article 8 Responsibility of the CONSULTANT

8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other services furnished by the CONSULTANT under terms of this Contract.

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 Permits and Licenses

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

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.

11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";

11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;

11.2.4 Changes any of the expressed terms, conditions or specifications of the contract; or

11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.

11.2.6 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".

11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.

11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;

11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

Article 12 Changes

12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.

12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If sufficient funds exist in the contingency, SANBAG may, at its option, provide written direction to CONSULTANT that contingency funds may be used for compensation for the change. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20,

CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.

12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor

regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

15.2 Key Personnel are:

Hank Alonso Jon Rohrer
Joe Jenkins_____Karen Meadows

Article 16 Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with the professional construction management principles and standards which are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

17.1 If, as a part of the Contract, CONSULTANT is required to produce Products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the property of SANBAG.

17.2 All materials, documents, data or information obtained from SANBAG's data

files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.

17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.

17.4 CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.

17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

Article 18 Terminations

18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of any part of all of the Services by written notice to CONSULTANT specifying the services to be terminated and the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending

SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.

18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to

CONSULTANT by SANBAG.

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

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage in an amount not less than $1,000,000, per claim and in the aggregate. CONSULTANT shall secure and

maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.

21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the Sate of California, including Employers Liability with $250,000 limits, covering all persons providing services on behalf of CONSULTANT.

21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $3,000,000 in the aggregate written on an occurrence form.

21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., from and against:

22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property to the extent it arises out of or is alleged to arise out of the negligence or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including reasonable attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

Article 23 Ownership of Drawings and Data

All drawings, specifications reports and other data including computer programs developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 24 Subcontracts

24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

24.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 25 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 26 Independent Contractor

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

Article 27 Precedence

27.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B" Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.

27.2 The following order of precedence shall apply:

27.2.1 This Contract, its General Terms and Conditions, and Attachments
27.2.2 CONSULTANT's Statement of Qualifications
27.2.3 SANBAG's Request for Qualifications

27.3 In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 28 Communications and Notices

28.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 28. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: Jacobs

Address: 3850 Vine Street, Ste. 120
Riverside, CA 92507
Attn: Hank Alonso
Phone: (951) 684-7802
Fax: (951) 684-7663

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, Second Floor
San Bernardino, California 92410
Attn: Mr. Darren Kettle
Phone: (909) 884-8276
Fax: (909) 388-2002

28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

Article 29 Disputes

29.1 In the event any dispute arises between the parties hereto under or in connection with this Contact (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.

29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 30 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Daniel, Inc., gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 31 Review and Acceptance

31.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places

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

31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.

31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 32 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 33 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 34 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 35 Governing Law and Venue

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

Article 36 Suspension of Services

36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 20, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 37 Contingent Fee

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

Article 38 Entire Document

38.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

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

38.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 39 Attorney's Fees

39.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

Jacobs

By: _____

Date: _____

San Bernardino County Transporation Authority

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Contract 06-043 ATTACHMENT "A"

SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT
I-215 5th Street Overcrossing Project and Other Potential Portions of I-215

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A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is divided into two separate sections. The first section is considered the initial scope of work for this contract, the second section consists of an add-on that may or may not be incorporated into the scope of work for this contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a later date.

The first section is known as the I-215 5th Street Overcrossing (OC) Project Construction Contract. The Construction Contract includes construction of the 5th Street OC and adjacent roadway work. This project is described in more detail below.

The second section is known as Alternate A, Mainline Contracts. This potential add-on is for the construction management of Interstate 215 mainline segment project(s). These project(s) are described in more detail below.

SECTION ONE: I-215 5TH STREET OVERCROSSING (OC) PROJECT

The Interstate 215 Freeway Project is an existing freeway with mainline and interchange improvements developed by SANBAG in cooperation with the California Department of Transportation (Caltrans - District 8). The route extends through the City of San Bernardino from Interstate 10 through to existing State Route 30, new SR 210. Within the project corridor, the freeway project has been divided into four freeway segments. Within Segment One, an early bridge project is being constructed prior to the mainline segment. This early bridge project and adjacent roadway work is the 5th Street OC Project. The 5th Street OC Project is the first project to go out to construction. SANBAG is responsible for design and construction of this project. The 5th Street OC Project will consist of replacing the existing bridge over the existing freeway and railroad tracks and constructing a new bridge over both freeway and railroad in 2 stages. The new bridge and the roadway approaches will be constructed over an approximately 2 and ½ year period that will potentially overlap with Segment 3 and Segment 1 mainline work.

The total value of construction for this early bridge work is approximately $23 Million (State and Measure I Funding will be utilized). This project and the mainline contracts below will be constructed under Caltrans Encroachment Permits.

In conjunction with the 5th Street Overcrossing project, CONSULTANT shall perform constructability reviews of all the design plans, specifications and estimates for each segment at 95% (or 100% if those plans have already been submitted). These reviews will examine the packages the way a contractor would to identify areas that could be constructed more cost effectively. CONSULTANT shall also develop an overall corridor master schedule from all the different design schedules for each project. This will establish a corridor critical path. This schedule will be used as a planning tool during constructability review to better coordinate between each project to avoid staging or traffic handling conflicts.

SECTION TWO: ALTERNATE A, MAINLINE CONTRACTS

Construction management services for some or all of the Interstate 215 mainline construction contracts is a potential add-on for this contract and constitutes ***Alternate A***. These mainline contracts are

described in more detail below.

Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and remaining structures.
  - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
  - Construction of a new undercrossing structure at 2nd Street and 3rd Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
  - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
  - Construction of new overcrossing structures at Ninth Street, Baseline, 16th Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

Interstate 215, Segment Three Mainline Contract:

- Construction of I-215 Segment 3 mainline and structures
  - Segment 3 is approximately 3.8 kilometers (2.4 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from Interstate 10 to south of Rialto within the City of San Bernardino.
  - Construction of a new overcrossing structure at Inland Center Drive and widened structures through the segment. The segment will also include operational and drainage improvements.

Interstate 215, Segment Five Mainline Contract:

- Construction of I-215 Segment 5 mainline and structures
  - Segment 5 is approximately 1.7 kilometers (1.2 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from south of Massachusetts to the SR 30/I-215 interchange within the City of San Bernardino.
  - Construction of new overcrossing structures at Massachusetts and Highland over the freeway and the adjacent BNSF railroad tracks as well as soundwalls and operational and drainage improvements.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be constructed as described above. The following is the currently anticipated schedule for these segments:

Fifth Street OC:	Design complete:	March, 2006
(Design/Construct	RTL:	September, 2006
By SANBAG)	Start Construction:	February, 2007
	End Construction:	August, 2009

Segment 3:	Design complete:	April, 2006
(Design by	RTL:	November, 2006
Caltrans)	Start Construction:	April, 2007
	End Construction:	April, 2010
Segment 1:	Design complete:	May, 2007
(Design by	RTL:	October, 2007
SANBAG)	Start Construction:	March, 2008
	End Construction:	September, 2011
Segment 2:	Design complete:	May, 2008
(Design by	RTL:	October, 2008
SANBAG)	Start Construction:	March, 2009
	End Construction:	March, 2013
Segment 5:	Design complete:	March, 2010
(Design by	RTL:	July, 2010
SANBAG)	Start Construction:	January, 2011
	End Construction:	January, 2013

These segments will overlap in their construction schedules. The total value of construction for this work is approximately $425 Million (Combinations of Federal, State and Measure I Funding will be utilized). The 5th Street OC project will be constructed under contract to SANBAG. The lead agency for construction contract administration on the mainline segments has yet to be determined.

At a future date, SANBAG's Board will determine whether the Consultant will provide construction management services for Alternate A which may consist of any or all of the mainline contracts. At SANBAG's sole discretion, the construction management of Alternate A may be offered to and negotiated with the Consultant or instead recompeted to find a new consultant team.

The 5th Street OC Project and Alternate A, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary

source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segments or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her segment.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after Caltrans acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor

2. Safety and accident prevention provisions for the Project

3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Project segments will be executed under multiple construction contracts as described in the Project Description. Where the terms "Segment", "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Caltrans, the design engineer, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness

2. Perform bid analysis

3. Development of contractor payment schedules, and other procedural items.

4. Checking Contractor references, licenses, insurance, and sureties.

5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, Caltrans, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.

h. CONSULTANT shall review and ensure compliance with environmental requirements.

i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Caltrans, as required.

j. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.

l. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Storm Water Pollution Prevention Plan (SWPPP).

m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.

b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, SANBAG's construction surveyor, SANBAG's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers, cities, and the public.

c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager and Segment Managers.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the Caltrans utility inspector.

e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies <u>prior</u> to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Segment Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Segment Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate Caltrans, City, and local agency personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction (Greenbook). CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of

Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

5. Preparing construction sketches, drawings, and cross-sections, as necessary.

6. Assisting in the preparation of as-built plans.

7. Providing inspections for environmental compliance.

8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.

9. Monitoring Contractors' compliance with applicable regulations required by AQMD.

10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

SANBAG will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements, under separate contract. CONSULTANT shall coordinate all staking and verify accuracy, with the SANBAG surveyor. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

SANBAG will provide all necessary Project related materials acceptance testing, under separate contract. Caltrans will provide assurance testing services. CONSULTANT shall coordinate all materials testing with SANBAG and Caltrans testers.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for Interstate 215. SANBAG shall coordinate public awareness for the Interstate 215 Projects directly in conjunction with Caltrans. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each segment for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants to insure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable,

CONSULTANT shall convey proposed changes to design engineer, other project consultants, and/or Caltrans. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1. Agreed Price

2. Adjustment in compensation to a bid item

3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SANBAG all project files.

g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries

2. Monthly Project Activity Summary Reports

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects

5. Project Completion Report

6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans,

specifications, and other standards as appropriate (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. SANBAG will provide office space, Consultant will provide telephones, desks, chairs, computers, and appropriate office equipment.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans.

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of

the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans or City representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

a. Six (6) years project management experience on similar highway and bridge construction projects.

b. Accessible to SANBAG at all times during normal working hours.

c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

a. Review, monitor, train, and provide general direction for CONSULTANT inspection personnel.

b. Assign personnel to projects on an as-needed basis.

c. Administer personal leave.

d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

a. Eight (8) years resident engineer experience on similar highway construction projects.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between various project Contractors and SANBAG's Segment Managers and Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

a. Four (4) years resident engineer experience on similar highway construction projects.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between SANBAG's Segment Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

a. Six years (6) construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Understanding of Caltrans field and construction office procedures.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.

b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

a. Two years construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil transportation engineering.

b. Knowledge of construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Understanding of Caltrans construction methods and practices.

e. Ability to use typical computer programs for word processing and spreadsheets.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.

b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Perform quantity calculations for progress pay estimates and maintain Project records.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

a. Six (6) years of bridge or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil engineering.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.

b. Make grade, alignment, quantity, falsework, and shoring calculations.

c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants under contract with SANBAG.

g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

b. Make grade, alignment, quantity, falsework, and shoring calculations.

c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

a. Two years (2) office engineering on similar Caltrans highway and/or bridge construction projects.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.

b. Prepare and process contract change orders.

c. Monitor construction budget and schedule.

d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

e. Perform routine calculations and checking of quantities.

f. Coordinate all office activities and functions with SANBAG representatives.

Contract 06-043, Attachment "B"

San Bernadino Associated Governments

Construction Management Services - I 215 5th Street Overcrossing

Rate Table

Position	Name	Firm	FY06 Bare Rate
Project Manager	Hank Alonso	Jacobs	$ 70.00
Senior Resident Engineer	Joe Jenkins	Jacobs	$ 65.00
Senior Structural	Jon Rohrer	HDR	$ 65.00
Resident Engineer	Doug Franco	Vali-Cooper	$ 60.00
Lead Field Inspector	Thomas Givan	Vali-Cooper	$ 50.00
Field Inspector	Michael Schneider	HDR	$ 45.00
Structural Inspector	Kevin Smith	Jacobs	$ 45.00
Railroad Coordinator	Glenn Thompson	HDR	$ 40.00
Office Engineer	N/A		$ -
Labor Compliance Consultant	Karen Meadows	Meadows Consulting	$ 42.00
Project Control/Scheduler	Albert Vela	Jacobs	$ 65.00
Cost Engineer	N/A		$ -
Safety	Darrell Wahrmund	Jacobs	$ 45.00
QA/QC	N/A		$ -

Wage Escalation Per Year: 5.00%

	Jacobs	HDR	Vali-Cooper	Meadows Consulting
Overhead Rate - Field:	110.00%	120.00%	120.00%	75.00%
Profit:	10.00%	10.00%	10.00%	10.00%

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 10

Date: June 15, 2006

Subject: Request for Qualifications (RFQ) No. C0719 for professional engineering services for preparation of a Project Study Report (PSR) for State Route 30/210 – Victoria Avenue Interchange.

Recommendation:* Approve release of RFQ C0719 for professional engineering services for preparation of a PSR for State Route 30/210 – Victoria Avenue Interchange.

Background: **This is a new Request for Qualifications.** In April 2006, the Board approved Cooperative Agreement No. 06-057 in which SANBAG agreed to provide project management services to facilitate the preparation of a PSR for the Victoria Avenue Interchange at SR 30/210 and the five participant entities agreed to fund the cost of the consulting services to produce the PSR. The participant entities include the County of San Bernardino, Cities of Highland and San Bernardino, Inland Valley Development Agency, and San Manuel Band of Mission Indians. As approved in that Cooperative Agreement, SANBAG will act as a lead agency for the PSR development. Staff requests authorization to release the RFQ pending confirmation that all entities have approved the agreement.

Financial Impact: This item is consistent with and has no impact on the FY 2006-07 Budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: McCallon *Second: Hansberger*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606j-dmk.doc
Attachment: SR210 Victoria Avenue Interchange RFQ; aC0719

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

DATE: July [redacted], 2006

TO: Consultants

FROM: Darren Kettle, Director of Freeway Construction

SUBJECT: RFQs for Engineering Services, SR210/30 Victoria Avenue Interchange Project

This letter serves as notification that a Request for Qualifications (RFQ) regarding professional services for the Victoria Avenue Interchange on SR 210/30 will be issued shortly by the San Bernardino County Transportation Authority (herein referred to as "SANBAG").

The purpose of this RFQ is to select a qualified consultant to provide engineering services consistent with establishing a range of alternatives for a new interchange at Victoria Avenue and completion of an approved Project Study Report (PSR).

Funding for the contract is being provided by a variety of organizations including the County of San Bernardino, the Cities of Highland and San Bernardino, the San Manuel Band of Mission Indians, and the Inland Valley Development Agency. SANBAG is providing staff to manage the project but is not contributing any direct funds to the effort.

Since a fixed sum of $250,000 has been committed for the project, any contract issued by SANBAG will not exceed that amount. Consultants are advised to consider this as no additional funds will be available. All SANBAG contracting policies and guidelines will also apply for this selection and contract unless otherwise stated within this RFQ.

Those firms or individuals intending to submit Statement of Qualifications (SOQ) should note the schedule contained in Section XI of the attached document. It is our intention, subject to Board approval, to have the selected firm under contract by November, 2006.

Individuals and firms submitting SOQs for this project will be evaluated based on qualifications and experience on similar and relevant projects. Emphasis will be placed on the capabilities of key project individuals.

Also attached for your reference are the ***draft*** Scope of Services, a sample contract, and SANBAG's Consultant Selection Policy. These items may also be found on SANBAG's internet website: www.sanbag.ca.gov under "Latest RFP/RFQ Postings." Please check the website regularly for

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schedule updates, RFQ changes, general questions and answers, or other additional information.

Eight (8) copies of the SOQ must be submitted to SANBAG's San Bernardino Depot office by 12:00 P.M., [redacted], August [redacted], 2006.

Statement of Qualifications and correspondence shall be directed to:

Mr. Darren M. Kettle
Director of Freeway Construction
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

All questions and comments regarding this Request for Qualifications or the project shall be directed to:

Mr. Abunnasr Husain
Project Manager
(909) 889-8611 x 141

DMK:VRT
Attachment

cc: Greg Hefter
Abunnasr Husain
File 1028.1

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS

TO

PROVIDE
ENGINEERING SERVICES

FOR

SR 210/30 VICTORIA AVENUE INTERCHANGE PROJECT

IN

THE CITY OF HIGHLAND, SAN BERNARDINO COUNTY

CONTRACT NO. C0719

Issued: July [illegible], 2006

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING SERVICES
SR 210/30 VICTORIA AVENUE INTERCHANGE PROJECT

I. INTRODUCTION

The San Bernardino County Transportation Authority (herein referred to as "SANBAG"), is soliciting Statement of Qualifications (SOQ) from qualified firms for engineering services in support of the SR210/30 Victoria Avenue Interchange Project. This project will involve engineering services consistent with establishing a range of alternatives for a new interchange on SR 210/30 at Victoria Avenue culminating in an approved Project Study Report (PSR).

All contracts will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

II. PROJECT AND SERVICES DESCRIPTIONS

SANBAG is seeking the services of a qualified engineering consultant to develop alternatives for a new interchange on SR 210/30 at Victoria Avenue as described below. Generally the scope includes the determination, evaluation and recommendations of several alternatives for the project. The contract will culminate with the drafting and approval of a PSR.

The general project location is on SR 210/30 at Victoria Avenue in the City of Highland.

See the scope of services included with this RFQ package for a more detailed description of the project requirements.

III. MATERIALS FURNISHED BY SANBAG

Please note that there are no materials (e.g. project specific plans or studies) available for consultants to review.

IV. CALTRANS RELATIONSHIP

This contract is intended to provide a completed PSR for the Victoria Avenue Interchange project on SR 210/30. SANBAG and Caltrans will work together to manage the consultant's work efforts. SANBAG will be responsible for, and will be the sole point of contact for, all contractual matters. Caltrans will be responsible for providing technical oversight of the consultant's work efforts. The consultant shall only take direction from SANBAG and shall regularly inform both SANBAG and Caltrans of design progress and of all outstanding issues.

V. CONTRACT TYPE

A cost reimbursable plus percentage fee contract, with a total not to exceed amount of $250,000 will be issued for the contract. Any services provided by the Consultant, which are not specifically covered by the Contract, will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested.

The terms of the Contract will be effective for the duration of the selected project(s).

VI. MINORITY BUSINESS OPPORTUNITIES AND LOCAL PRESENCE

DBE utilization goals will not apply to this contract.

VII. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

Statement of Qualifications (SOQ) will be accepted until 12:00 PM, August [redacted], 2006. Eight (8) copies are required. SANBAG reserves the right to accept or reject late SOQs at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will accept any late SOQ. SOQs shall be delivered to:

Mr. Darren Kettle
Director of Freeway Construction
San Bernardino County Transportation Authority
1170 W. Third Street, Second Floor
San Bernardino, CA 92410

SOQs must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- A statement requesting SANBAG to evaluate the submitted SOQ based upon the Scope of Services.
- Summary description of the work to be performed by firm and each subconsultant firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- The location of the offices where the services are to be performed. If services are to be shared among firms and offices at different locations, indicate were each office is located and what services are to be performed in each office. For field personnel provide the location of the office where they will be based and from which office they will be managed.
- In accordance with SANBAG Policy No. 11000-R9, Sect. 7.A.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item C below.
- A memorandum from a principal from each subconsultant firm indicating the specific portion of services the subconsultant will be performing.

B. Local Presence Report:

For consultant and each subconsultant proposing to perform services from their San Bernardino County Office, provide the following business activity information:

- Firm name, address, telephone number, and fax number.
- Name of office principal and title.
- Date office was established in San Bernardino County.
- Number of personnel employed in the San Bernardino office.
- Approximate percentage of work performed on projects within San Bernardino County.
- Representative projects completed within San Bernardino County, date completed, and approximate billings.
- Number of senior management and regular employees working full time out of the San Bernardino County Office.
- Names of personnel proposed to be engaged on the contracted services and their county of residence (informational purposes only).

See SANBAG's Local Preference Policy and Local Presence Report sample format (enclosed).

C. Contract Termination Circumstances:

If consultant has ever been terminated from a contract, describe the facts and circumstances in detail, on a separate sheet. See policy for details.

D. U.S. General Services Administration Standard Form SF330:

"Architect-Engineer Qualifications". The Form SF330 must conform to the following format:

1. Provide a separate Form SF330 for the prime consultant and each subconsultant. Subconsultants need not supply Sections C, D and H.

2. Prime consultants should list subconsultants in Section C.

3. Provide an Organizational Chart in Section D:

   - Show the relationships between personnel and support staff who are expected to participate on the project.
   - For each person, indicate the firm with which they are employed.
   - Show the aspects of the services each person will be responsible for performing..

4. List key personnel in Section E. Section E must conform to the following requirements:

   - Every person whose resume is provided in Section E must also be shown on the organizational chart. Resumes of persons who are not shown on the organization chart will not be considered.
   - Section E, number 13 must describe the function the person will be expected to fulfill in connection with the project.
   - Section E, number 17 must list the person's active registrations in California, with the California Registration Number. Personnel (Resident Engineers / Inspectors) in responsible charge of Construction Management Services must be registered Civil Engineers in the State of California.
   - Section E, number 19 should provide a brief history of each person's relevant project experience, including descriptions of his/her role and tasks that he/she performed on each project. Also, identify key tasks each person is expected to perform for these projects under his/ her assigned function.

5. Section F should conform to the following requirements:

   - Projects listed in Section F must be projects worked on by personnel shown on the organizational chart and whose resumes are included in Section E. For each project listed, the personnel included in Section E who worked on the project and their project position must be shown.
   - In Section F, number 23, include the owner's telephone number and the name of a contact person who can provide a reference. Also include the name and telephone number of the primary contact for the prime consultant, if necessary.

Projects without references and telephone numbers will not be considered. List no more than ten projects.

- In Section F, number 24, indicate the project value, the contract value, and the respective values (project and contract) for which the firm was responsible, describe the nature of the firm's responsibility and indicate whether the firm was the prime consultant or a subconsultant.
- Additional information may be provided in Section F to highlight or expand on experience from projects that are especially applicable to the proposed Scope of Services, including an indication of the scope of related services for which the consultant was responsible.

6. Section H should demonstrate the consultant's approach and understanding of the proposed scope of services. This section should provide a detailed discussion of the work tasks and management activities necessary for project completion of the project. Discussion topics for consideration may include but not be limited to:

   - Key project issues, constraints, and critical path items.
   - Narrative discussing team organization, coordination, and information flow in reference to the proposed organizational chart.
   - Technical and proactive approaches to key services.
   - Unique team experience applicable to the proposed Scope of Services.
   - Flexibility of proposed roles and responsibilities.
   - Quality Assurance and Control.
   - Project management, control capabilities, and procedures.
   - Plan reviews and response procedures.
   - Concurrent assignment of proposed key consultant and subconsultant personnel on other projects.

   Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs.

E. Contract Comments:

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

F. Entire Statement of Qualifications:

The Consultant's SOQ package is limited to 30 (8 ½" x 11") pages single-sided. If 11" x 17" sheets are used, the first five will count as one page each, additional sheets over the first five will count as two pages each. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, contract comments, or duplication of the organizational chart. SOQs that do not contain the required information or do not contain the required number of copies, eight (8), will not be accepted.

G. Changes:

During the selection process, any changes in key consultant or subconsultant personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

VIII. CONSULTANT SELECTION

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Firms may obtain a copy of the consultant selection policy by accessing the SANBAG website. In addition, SANBAG has established the following criteria for the selection process:

A. The selection process shall be fair, open, and competitive.

B. The selection of the consultant firms will be based on clearly stated objectives.

C. Selection of private consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.

D. Firms located in San Bernardino County shall receive significant preference in the selection process in order to encourage businesses to locate and remain in San Bernardino County.

E. Upon review of the SOQs, a shortlist of firms will be invited to prepare for an interview. The pending contract will be awarded to the responsible, responsive firm best conforming to the RFQ, and is in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQs and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

IX. NEGOTIATIONS AND ENGAGEMENT

Following the selection of a consultant, the selected firm will submit a cost proposal and

participate in contract negotiations with SANBAG staff. Consultants are reminded that the contract will be limited to a not to exceed amount of $250,000. For the due date of the contract cost proposal, please refer to the attached consultant selection schedule in Section XI.

The final contract and Scope of Services will be negotiated. Consultants are encouraged to include in their SOQ any comments relating to the Scope of Services. In addition, Consultants are reminded that *any* comments regarding the Terms and Conditions of SANBAG's standard contract must be noted in the SOQ. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

X. CONFLICT OF INTEREST

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project's design may not participate in construction management/construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

XI. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Qualifications	July [redacted], 2006
Statement of Qualifications Due	August [redacted], 2006
Shortlist and Notify Consultants	August [redacted], 2006
Interview Shortlisted Consultants	September [redacted], 2006
Select Consultant	September [redacted], 2006
Contract Cost Proposal Due	October [redacted], 2006
Major Projects Committee Approval	October [redacted], 2006
SANBAG Board Approval (estimated)	November [redacted], 2006
Notice to Proceed (estimated)	November [redacted], 2006

Dates are subject to change. Schedule updates will be posted on SANBAG's internet website: www.sanbag.ca.gov under "Latest RFP/RFQ Postings."

Contact List:

Questions/Comments:	Abunnasr Husain	(909) 889-8611 x141

CONTRACT NO: C0719

EFFECTIVE DATE: [BOARD APPROVAL DATE]

by and between

San Bernardino
County Transportation Authority

and

[CONSULTANT]

To

Provide Engineering Services

for

SR 210/30 Victoria Avenue Interchange Project

in the

City of Highland

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CONTRACT

FOR

ENGINEERING SERVICES

This Contract, entered into this [DATE] day of [MONTH] 2006, by the firm of [CONSULTANT] (hereinafter called CONSULTANT) whose address is:

[CONSULTANT ADDRESS]

and San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

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

Whereas, SANBAG desires CONSULTANT to perform certain technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional engineering services which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing engineering standards.

Article 2 Performance Schedule and Force Majeure

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on [CONTRACT DATE] and shall continue in effect for [ ] months, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent

that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG's consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed the amounts set forth in 3.2 below.

3.2 The total cost for Services to the project shall not exceed $[redacted]. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT's fee for services is included in the total estimated contract cost and shall be a fixed fee, as agreed upon, and noted in Attachment "B".

3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. The maximum salary rate established for this Contract is $60.00 per hour and shall remain at this rate for the duration of this Contract. The direct labor rates in Attachment "B" are subject to annual changes no greater than 5% (and in no instance more than $60.00 per hour) effective on the contract anniversary date with prior authorization from SANBAG. Overtime, any percentage increase over the direct billing rate, is not permitted without prior authorization from SANBAG.

3.4 Not used.

3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of

this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.

3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to SANBAG.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes

or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with SANBAG's project name, contract number, and task order number. CONSULTANT and SANBAG's Project Manager shall mutually agree on a cutoff date for invoices. The cutoff date for CONSULTANT's invoices shall be consistent from each period. Invoices shall be submitted within fifteen (15) calendar days after the cutoff date for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by SANBAG) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to SANBAG, SANBAG shall pay CONSULTANT the full amount of the invoice less disputed amounts.

6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.

6.6 CONSULTANT shall forfeit all costs incurred for a progress payment for any billing period that CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date for the billing period.

Article 7 Documentation and Right of Audit

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

Article 8 Responsibility of the Engineer

8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other Services furnished by the CONSULTANT under terms of this Contract.

8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

Article 10 Permits and Licenses

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

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the Contract.

11.2 Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";

11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;

11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or

11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.

11.2.6 A failure of the CONSULTANT and SANBAG Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 29, Disputes.

11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.

11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;

11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

Article 12 Changes

12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.

12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, Claims. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.

12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this Contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed

under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

15.2 Key Personnel are:

[ENTER KEY PERSONNEL HERE]

Article 16 Representations

CONSULTANT agrees with SANBAG that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to high professional and environmental principles and standards that are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the property of SANBAG.

17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct

or indirect use outside of this Interstate 10 (I-10) Westbound Project (" Project") by CONSULTANT without the express written consent of SANBAG.

17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.

17.4 CONSULTANT shall not use SANBAG's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.

17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

Article 18 Terminations

18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.

18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.

18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

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

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract amount or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract amount and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage in an amount not less than $1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this insurance throughout the term of this Contract and for a

minimum of three (3) years after completion and acceptance of Services by SANBAG.

21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the Sate of California, including Employers Liability with $250,000 limits, covering all persons providing Services on behalf of CONSULTANT.

21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a $2,000,000.00 aggregate shall be provided.

21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Corporation., from and against:

22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs,

information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT's indemnification obligations hereunder.

Article 23 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 24 Subcontracts

24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

24.3 Approval by SANBAG of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.

24.4 Any substitution of subcontractors must be approved in writing by SANBAG's Contract Manager.

Article 25 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities

for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

Article 26 Independent Contractor

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

Article 27 Precedence

27.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.

27.2 The following order of precedence shall apply:

27.2.1 This Contract, its General Terms and Conditions, and Attachments
27.2.2 CONSULTANT's Statement of Qualifications
27.2.3 SANBAG's Request for Qualifications

27.3 In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 28 Communications and Notices

28.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this

Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: [CONSULTANT]
Address: [ ]

Attn: [ ]
Phone: [ ]
Fax: [ ]

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Mr. Darren Kettle
Phone: (909) 884-8276
Fax: (909) 388-2002

28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract and job numbers.

Article 29 Disputes

29.1 In the event any dispute arises between the parties hereto under or in connection with this Contact (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.

29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 30 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Corporation, gifts, entertainment, payments, loans, or other gratuities to influence the award of a

Contract or obtain favorable treatment under a Contract.

Article 31 Review and Acceptance

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

31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A". Within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work that have yet to be completed or which are unsatisfactory.

31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 32 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

Article 33 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 34 Amendments

This Contract may only be changed by an amendment duly executed by

CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 35 Governing Law and Venue

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

Article 36 Suspension of Services

36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract amount or the scheduled time for performance in accordance

with Article 20, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 37 Contingent Fee

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

Article 38 Location of Performance

38.1 This contract is awarded based upon CONSULTANT'S agreement and statements contained in CONSULTANT'S proposal/qualifications document, that a minimum of 50 % by dollar value of the total value of this contract and all amendments, including Services performed by subconsultants, shall be physically performed in offices located within San Bernardino County. Due to the nature and proportional amounts of engineering and environmental work, there could be instances whereby a subconsultant's portion of the project is greater than 49%. In the event this occurs, CONSULTANT shall bring it to SANBAG's attention immediately. SANBAG's Contract Manager will have the authority to grant exception.

38.2 Consultant shall include a statement on each invoice as to the cumulative amount of all Services to date, by dollar value that has been performed in offices located in San Bernardino County. CONSULTANT project manager shall certify in writing that this percentage is correct to the best of his/her knowledge.

38.3 At completion of this contract should CONSULTANT have failed to achieve the percentage agreed upon in Article 38.1, then CONSULTANT shall forfeit the entire fixed fee. Actions taken under this article shall not limit or constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 39 Entire Document

39.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All

previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

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

39.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 40 Attorney's Fees

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

[CONSULTANT]

By: _____

Date: _____

San Bernardino County Transportation Authority

By: _____
Dennis Hansberger, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

DRAFT

Attachment "A"

Scope of Services

By and between

San Bernardino County Transportation Authority

And

TBD

To

Provide Engineering Services

For

SR 210/30 Victoria Avenue Interchange Project

City of Highland, California

Scope of Services

OVERVIEW

The San Bernardino County Transportation Authority (hereinafter called "SANBAG"), in cooperation with the County of San Bernardino, City of Highland, City of San Bernardino, San Manuel Band of Mission Indians, and the Inland Valley Development Agency will utilize the services of CONSULTANT to provide engineering services for the SR 210/30 Victoria Avenue Interchange Project located in the City of Highland, California.

Coordination between CONSULTANT, SANBAG, Caltrans, County of San Bernardino, City of Highland, City of San Bernardino, San Manuel Band of Mission Indians, and the Inland Valley Development Agency will be accomplished through a CONSULTANT Project Manager and the SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Darren M. Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical engineering services necessary to determine a range of alternatives for a new interchange and ultimately develop a formal Project Study Report (PSR).

Project Location and Description

The general project location is along SR 210/30 at Victoria Avenue in the City of Highland. This scope of services relates to developing acceptable alternatives for the project culminating in an approved PSR.

APPLICABLE STANDARDS

Deliverables and related material shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals, and standards.

General Guidelines and Services to be performed by Consultant

CONSULTANT will be responsible for the services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services. In addition, CONSULTANT may be required to provide on-call services as part of this project that shall also conform to the standards, criteria, and requirements of this Scope of Services.

A. CONSULTANT shall conduct the required studies, develop alternatives and prepare a PSR that is consistent with Caltrans standards.

B. For services in which CONSULTANT has written approval to proceed, CONSULTANT will not make changes resulting in the addition, deletion, or revision to services without further written approval from SANBAG.

C. CONSULTANT shall carry out the directions as received **only** from SANBAG's Contract Manager, or his/her designee. In addition CONSULTANT shall cooperate with CALTRANS, other agencies, and other consultants providing services for this project and for adjacent projects, as necessary.

D. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with supporting evidence thereof.

E. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables will be reviewed by CALTRANS, SANBAG, and/or SANBAG's designee for conformity to the project.

F. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to SANBAG and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to CALTRANS standards.

G. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

H. CONSULTANT shall not suspend performance of CONSULTANT services contract with SANBAG during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANTS contract with SANBAG.

I. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS. This includes all deliverables, working data, field data, background information and all other related information.

J. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.

K. CONSULTANT shall coordinate with CALTRANS and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with CALTRANS or any other agencies.

L. All studies, reports and deliverables will employ English units where applicable or necessary.

ENGINEERING SERVICES SCOPE

The CONSULTANT shall provide engineering services both technical and administrative that are consistent with producing project alternatives and ultimately a PSR. CONSULTANT will be responsible for identifying a purpose and need for an interchange at Victoria Avenue on SR 210/30 and developing alternatives consistent with findings from studies and input from involved agencies.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to producing acceptable alternatives or producing a PSR, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that will define the basic schedule and work tasks. This plan will be refined to meet the objectives of the various interested parties.

Alternative Analysis Process, Document Content and General Activities

CONSULTANT shall follow a work process that ensures that the objectives of the local agencies involved and that of state and federal agencies are accommodated. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities and studies:

- Conducting traffic studies of existing conditions and forecasting for the project design year.
- Developing aerial photographs to be used through the course of the project.

- Conducting on-site reconnaissance of the existing project area.
- Surveying the project area as needed.
- Identifying any projects in the vicinity that may be affected and ensuring alternatives are consistent with these projects.
- Refining alternatives based on opportunities and constraints.
- Developing conceptual geometric drawings for proposed alternatives.
- Developing evaluation methodology with input from affected agencies, and evaluating alternatives using these criteria.
- Participating in various public meetings.
- Supporting any required or desired coordination meetings and activities.

The Project Study Report may include but not be limited to the following chapters/sections and technical studies/reports.

- A summary section which may include information on project location and background, the current environmental setting, and agency coordination.
- A statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- Conceptual geometric drawings for proposed alternatives.
- A section describing the proposed alternatives and how they were developed. This section may also include, information on proposed engineering features, nonstandard mandatory and advisory design features
- A section analyzing project impacts, including but not limited to, right of way, utility impacts, railroad involvement, and traffic.
- A section on the system planning of the project. This section may include discussion on how the project incorporates planning from affected agencies.
- A section on any hazardous material/waste issues.
- A section describing possible traffic management issues that may need further consideration.
- A section describing the environmental constraints considered during alternative analysis development.
- A section describing permits that may be required for construction.
- A section discussing the current funding sources and estimated schedule.
- A section discussing recommendations.

Data Review, Technical Studies, Reports, and other Deliverables

CONSULTANT shall be required to prepare technical studies/reports that may become part of the PSR. CONSULTANT may be required to review data which may include but not be limited to the following.

- As-builts and logs of test borings for existing structures.
- Recent accident data.

- City development plans.
- City or County traffic information.
- Public services surveys.
- Geologic and seismic information available for the project area.
- Historic groundwater records for the project area.
- Hydrology and drainage information for the project area.

Submittal of Reports and other deliverables

1. All deliverables shall be prepared in accordance with CALTRANS requirements. CONSULTANT shall submit all deliverables to SANBAG and CALTRANS for review.

2. CONSULTANT shall respond to all comments received from SANBAG and CALTRANS and resubmit deliverables as directed.

3. CONSULTANT shall support any and all studies, analyses and requirements needed to successfully complete the engineering requirements of the project.

FURNISHED MATERIALS

There are no up-to-date, project specific materials available for review. CONSULTANT may request other materials that can be used as a resource for this project, such as existing structure As-Builts. If available, SANBAG, CALTRANS, and/or other agencies will provide materials as requested.

SANBAG Project Management and Administration

A. As part of their management activities SANBAG will:

1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish technical comments in a timely manner.

2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.

3. Coordinate the distribution of public information.

4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.

5. Provide a focal-point contact for all questions, requests, and submittals.

6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level

of information required, reporting procedures, report cycle, and the intended use of each.

7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.

8. Receive and review monthly progress reports from CONSULTANT.

9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.

10. Have final review and approval over all contractual payments and changes.

CONSULTANT Project Management and Administration

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.

2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.

3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.

4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all

subcontractors. Subcontractor management will include the coordination time required for all aspects of the project including design, processing, and accounting.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meetings pertaining to the Project at which CONSULTANT is present.

E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

Project Controls

A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:

1. Bar Chart(s) Schedules
2. Progress Curve(s)
3. Sample Amendment Format
4. Sample Narrative Format(s)
5. Sample Estimate Format(s)
6. Earned Value Cost Report

B. CONSULTANT's Project Control System shall be able to:

1. Determine the critical path for the Services in Contract.
2. Forecast dates for intermediate milestones and project completion.
3. Provide a clear format to incorporate progress data on each activity.
4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.

5. Forecast possible delays and/or resource shortages.

6. Provide a basis for forecasting, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.

7. Provide projected manpower requirements and dollar costs based on current performance.

8. Provide current project cost estimate information.

9. Provide all the estimates necessary to assist in confirming the construction budget.

C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.

D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.

E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the latest approved revision Milestone Schedule.

Monthly Progress Reports

A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:

1. Time related project status via a bar chart schedule

2. Physical progress

3. Amendment summary history

4. Narrative status report

5. Earned Value Report

6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.

B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, an updated four-week, horizon schedule to be used in monitoring the progress of the work.

C. A Progress Meeting between CONSULTANT, CALTRANS, and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and times of these meetings. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG and CALTRANS within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

D. Project Coordination Meetings may be called by SANBAG, CALTRANS or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

Quality Assurance

A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet that responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:

1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.

2. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.

C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

Submittal and Reviews

A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.

B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANTS contract in accordance with the provisions entitled "Termination" included in this Contract.

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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 11

Date: June 15, 2006

Subject: City of Montclair request for SANBAG to act as Lead Agency for the construction of the Ramona Avenue Grade Separation project.

Recommendation:* Approve SANBAG acting as lead agency for the construction of the Ramona Avenue Grade Separation Project in the City of Montclair and direct staff to prepare a Cooperative Agreement for future Board consideration.

Background: In 2000, then Governor Davis and the State Legislature passed into law AB 2928 creating the Traffic Congestion Relief Program (TCRP). In recognition of the negative impacts of rail freight movement of Southern California communities, the TCRP included substantial funding for grade separation projects throughout the region known as the Alameda Corridor East program. SANBAG received $95 million which was distributed to 5 grade separations that experience the greatest amount of vehicular delay including the Ramona Avenue Grade Separation in Montclair. Due largely to city efforts to identify funding for this project long before the TCRP was created the Ramona project only required $2 million of TCRP funds in 2001 to be "fully funded". Since the City had been diligently pursuing the project up to the point of the TCRP funding from SANBAG, the City remained as lead agency for the project. The next item on the Major Projects Committee Agenda will go into greater detail on the funding situation for all 5 San Bernardino County Alameda Corridor East grade separations.

The project is now ready for construction and the City has requested that SANBAG consider acting as lead agency for the purposes of construction of the project. Attachment "A" to this agenda item is a letter from City Manager Lee McDougal making this request. The cost of construction activities including

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606c-dmk

construction management, surveying, and materials testing are fully reimbursable from the funding sources secured by the City. The only non-reimbursable expense that SANBAG would incur is project management costs which are estimated at $75,000 per year for the two year project. SANBAG is currently the lead agency for other TCRP funded grade separation projects including the State Street/University Parkway and Hunts Lane. SANBAG has incurred project management costs for these two projects.

Financial Impact: This action, in itself, has no fiscal impact on 2006/07 Fiscal Year budget. A subsequent action approving a Cooperative Agreement with the City will delineate roles, responsibilities, and funding parameters and will also include an amendment to the 2006/07 budget to add a Ramona Avenue Grade Separation task.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

mpc0606c-dmk

RECEIVED
JUN 01 2006

cc: Darren

May 26, 2006

Mr. Tony Grasso, Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Re: Request for Construction Management Services
Ramona Avenue/Union Pacific Railroad Grade Separation Project

Dear Mr. Grasso:

The City of Montclair has been working on the Ramona Avenue/Union Pacific Grade Separation Project since 1997, long before the state established its Traffic Congestion Relief Program and associated funding. The City began its work uncertain if there would ever be funding available for the project, except that provided by the City. With seed money from the City, ultimately amounting to $2.4 million, we have been able to prepare feasibility studies, provide CEQA and NEPA environmental clearance, complete design and prepare construction documents, pursue and secure federal funding, secure a construction and maintenance agreement with the Union Pacific Railroad, and obtain most of the right-of-way necessary for construction. With respect to funding, we have been able to secure $3.2 million in federal money; 5 million from the CPUC grade separation program; $0.5 million from AQMD; and the railroad agreement, which will provide a 5 percent contribution towards the project cost.

We would now like to ask your help in bringing this project to fruition. The grade separation project will soon be ready to advertise for bids. Only one piece of right-of-way remains to be secured, and we are optimistic that we can have it completed within the next two months. We would like to have SANBAG take responsibility for advertising, awarding, and construction management. Regardless of whether the City or SANBAG is the lead agency for construction, construction management would be performed by a consultant. Even with a professional construction manager, considerable staff time would still be required. It seems unlikely that the City's Engineering Division staff would be able to accomplish other goals set by the City Council for the two years that this project will be under construction.

CITY OF MONTCLAIR
5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584 www.ci.montclair.ca.us

Mayor Paul M. Eaton • Mayor Pro Tem J. John Dutrey • Council Members: Leonard Paulitz, Carolyn Raft, Bill Ruh • City Manager Lee C. McDougal

If you can support our request in this matter, I will direct Engineering Division personnel to work with your staff in preparing a cooperative agreement.

If you have any questions, please call me at 909-625-9402.

Sincerely,

Lee C. McDougal
City Manager

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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 12

Date: June 15, 2006

Subject: Alameda Corridor East Grade Separation Project Cost Increases and Funding Update

Recommendation:* Information Item. Receive and File

Background: In 2000, then Governor Davis and the State Legislature passed into law AB 2928 creating the Traffic Congestion Relief Program (TCRP). In recognition of the negative impacts of rail freight movement of Southern California communities, the TCRP included substantial funding for grade separation projects throughout the region known as the Alameda Corridor East program. SANBAG received $95 million which was distributed to 5 grade separations that experience the greatest amount of vehicular delay. The five projects are:

- Ramona Avenue at the Union Pacific Tracks – Montclair
- Monte Vista Avenue at the Union Pacific Tracks - Montclair
- Milliken Avenue at the Union Pacific Tracks - Ontario
- Hunts Lane at the Union Pacific Tracks – Colton & San Bernardino
- State Street/Univ. Pkwy at BNSF Tracks – San Bernardino & County

In 2001 the SANBAG Board allocated TCRP funds to these projects to fully fund each through construction. After fully funding these projects to the current project cost estimate, nearly $8 million of the $95 million remained for contingency purposes. In 2002, not long after California voters overwhelmingly approved Proposition 42 dedicating the sales tax on gasoline to transportation, Governor Davis and the State Legislature chose to suspend the flow of Prop.42/TCRP funds to transportation projects including the Alameda Corridor East Grade Separation

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606n-dmk

projects. When this occurred four of the five projects were substantially designed and awaiting final environmental clearances. However, due to the funding suspension all projects were was placed on the shelf as the TCRP funds would not be available in the foreseeable future. With the announcement from Governor Schwarzenegger that Proposition 42 funds would not be suspended in Fiscal Year 2005/06 the 5 grade separation projects were once again restarted. Not surprisingly, during the intervening three years and due to unprecedented construction/material and right of way acquisition cost increases, the $95 million in TCRP/Prop.42 funds is no longer adequate to fully fund the five projects. The difference between the $95 million of TCRP funds and the total current need of $154 million to fund the five projects is estimated at $59 million.

During this same period, as the United States Congress was considering the reauthorization of the federal transportation act, SANBAG, local jurisdictions, and the southern California region continued to advocate aggressively in Washington DC for federal assistance for grade separation projects. While these efforts did not produce the amount federal funding as hoped, the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFETEA-LU) does include $39.45 million for Alameda Corridor East Grade Separation projects in San Bernardino County.

The combined total of the TCRP funds and the SAFETEA-LU funds is nearly $134.5 million. The total contribution from the railroads is nearly $7 million. Other smaller funding sources add another $7.1 million. The total "known" funding is approximately $148.5 million leaving a delta of about $5.5 million between current project cost estimates and total funding available for the projects. While there are no guarantees, several of these projects hold a high ranking on the California Public Utilities Commission (CPUC) grade separation project prioritization list. The high ranking may translate into a future CPUC contribution in an amount as high as $5 million per project.

Using the tables attached to this agenda item as "A" and "B" staff will provide a verbal presentation on the various funding scenarios to the Committee at the meeting on June 15, 2006.

Financial Impact: This is an information item and has no direct impact on the SANBAG budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

mpc0606n-dmk

Cost and Funding Status for TCRP Grade Sep Projects-100% Fed OA

Project	Ph 1 Alloc	Ph 2 Alloc	Ph 3 Alloc	Ph 4 Alloc	Total Alloc/Prog	06/05/2006
Monte Vista	0.20	1.15	3.19	12.26	16.80	
Ramona	0.00	0.00	2.00	0.00	2.00	
Milliken	0.70	2.63	0.23	30.62	34.18	
State Street	0.25	1.50	2.60	12.50	16.85	
Hunts	0.26	1.50	2.50	12.95	17.21	
Total prog-7/01					87.04	
Contingency					7.96	
Total avail					95.00	
Est. Costs-5/06						
Monte Vista	0.40	1.15	7.64	19.91	29.10	
Ramona	0.17	0.80	3.27	11.63	15.87	
Milliken	0.57	4.43	0.25	49.74	54.99	
State	0.24	1.42	4.10	21.69	27.45	
Hunts	0.45	1.40	5.00	19.55	26.40	
Total					153.81	

Funding Plan

Monte Vista	0.40	TCRP	1.15	TCRP	7.64	TCRP	3.05	TCRP	12.23	TCRP
							13.74	New Fed	13.74	New Fed
							1.60	SAFETEA	1.60	SAFETEA
							1.50	UPRR	1.50	UPRR
							0.03	Local	0.03	Local
									29.10	
Ramona							3.76	New Fed	3.76	New Fed
					1.60	CMAQ			1.60	CMAQ
							1.60	SAFETEA	1.60	SAFETEA
							0.50	AQMD	0.50	AQMD
							5.00	CPUC	5.00	CPUC
							0.77	UPRR	0.77	UPRR
	0.17	Local	0.80	Local	1.67	Local			2.64	Local
									15.87	
Milliken	0.56	TCRP	4.44	TCRP	0.25	TCRP	44.87	TCRP	50.12	TCRP
							2.00	UPRR	2.00	UPRR
							2.87	Local	2.87	Local
									54.99	
State	0.24	TCRP	1.42	TCRP	4.10	TCRP	20.19	TCRP	25.95	TCRP
							1.50	BNSF	1.50	BNSF
								Local		Local
									27.45	
Hunts	0.45	TCRP	1.40	TCRP	1.00	TCRP	3.80	TCRP	6.65	TCRP
					4.00	New Fed	9.75	New Fed	13.75	New Fed
							5.00	SAFETEA	5.00	SAFETEA
							1.00	UPRR	1.00	UPRR
								Local		Local
									26.40	

Total Funding

TCRP	94.95
New Fed	31.25
SAFETEA	8.20
CMAQ	1.60
Railroad	6.77
AQMD	0.50
CPUC	5.00
New Local	5.54
Total	153.81

Assumptions

1. CPUC funding only on Ramona
2. Funding only for the 5 original projects
3. No escalation of current cost estimates

Cost and Funding Status for TCRP Grade Sep Projects-85% Fed OA

06/05/2006

Project	Ph 1 Alloc	Ph 2 Alloc	Ph 3 Alloc	Ph 4 Alloc	Total Alloc/Prog
Monte Vista	0.20	1.15	3.19	12.26	16.80
Ramona	0.00	0.00	2.00	0.00	2.00
Milliken	0.70	2.63	0.23	30.62	34.18
State Street	0.25	1.50	2.60	12.50	16.85
Hunts	0.26	1.50	2.50	12.95	17.21
Total prog-7/01					87.04
Contingency					7.96
Total avail					95.00

Est. Costs-5/06

Monte Vista	0.40	1.15	7.64	19.91	29.10
Ramona	0.17	0.80	3.27	11.63	15.87
Milliken	0.57	4.43	0.25	49.74	54.99
State	0.24	1.42	4.10	21.69	27.45
Hunts	0.45	1.40	5.00	19.55	26.40
Total					153.81

Funding Plan

Monte Vista	0.40	TCRP	1.15	TCRP	7.64	TCRP	7.74	TCRP	16.92	TCRP
							9.05	New Fed	9.05	New Fed
							1.60	SAFETEA	1.60	SAFETEA
							1.50	UPRR	1.50	UPRR
							0.03	Local	0.03	Local
									29.10	
Ramona							3.76	New Fed	3.76	New Fed
					1.60	CMAQ			1.60	CMAQ
							1.60	SAFETEA	1.60	SAFETEA
							0.50	AQMD	0.50	AQMD
							5.00	CPUC	5.00	CPUC
							0.77	UPRR	0.77	UPRR
	0.17	Local	0.80	Local	1.67	Local			2.64	Local
									15.87	
Milliken	0.56	TCRP	4.44	TCRP	0.25	TCRP	40.18	TCRP	45.43	TCRP
							2.00	UPRR	2.00	UPRR
							7.56	Local	7.56	Local
									54.99	
State	0.24	TCRP	1.42	TCRP	4.10	TCRP	20.19	TCRP	25.95	TCRP
							1.50	BNSF	1.50	BNSF
								Local		Local
									27.45	
Hunts	0.45	TCRP	1.40	TCRP	1.00	TCRP	3.80	TCRP	6.65	TCRP
					4.00	New Fed	9.75	New Fed	13.75	New Fed
							5.00	SAFETEA	5.00	SAFETEA
							1.00	UPRR	1.00	UPRR
								Local		Local
									26.40	

Total Funding

TCRP	94.95
New Fed	26.56
SAFETEA	8.20
CMAQ	1.60
Railroad	6.77
AQMD	0.50
CPUC	5.00
New Local	10.22
Total	153.81

Assumptions

1. CPUC funding only on Ramona
2. Funding only for the 5 original projects
3. No escalation of current cost estimates

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TRANSPORTATION MEASURE I

■ 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: 13

Date: June 15, 2006

Subject: Cooperative Agreement No. 06-036 Amendment No. 2 with City of Yucaipa for the construction of the Live Oak Canyon/Interstate 10 Freeway Interchange Project, and Cooperative Agreement C07020 with Caltrans for construction of the Live Oak Canyon/Interstate 10 Interchange Project.

Recommendation:* 1. Approve Amendment No. 2 to Cooperative Agreement No. 06-036 with the City of Yucaipa for the Live Oak Canyon/Interstate 10 Freeway Interchange Project to provide additional construction funding in the amount of $5,371,000 from the city of Yucaipa to supplement TCRP construction funding.

2. Approve Cooperative Agreement C07020 with Caltrans for the Reconstruction of Live Oak Canyon/interstate 10 Freeway Interchange Project.

Background: **Multiple actions to continue project development activities and proceed with construction for the Live Oak Canyon/Interstate 10 Freeway Interchange.** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928, SANBAG was the designated recipient of $11 million for the Live Oak Canyon/Interstate Freeway Interchange in the city of Yucaipa. Cooperative Agreement No. 06-036 was approved by the SANBAG Board of Directors in December 2005 which defined the responsibilities of SANBAG and the City of Yucaipa in facilitating the project design and right-of-way activities.

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606m-dmk
Attachment: A0603602
TN 84307000

This agreement is now being amended to define construction responsibilities and identify construction financing for the project. There is $7,552,000 remaining in TCRP funding for construction of this interchange project. SANBAG will request that these funds be allocated for the project by the CTC at their July meeting. The estimated total costs for the interchange construction and construction management are expected to be $12,932,000 leaving a shortage of $5,371,000. The city of Yucaipa is willing to provide funds to supplement this shortage as outlined in the attached draft agreement. No SANBAG funds are planned to be used for this project.

SANBAG, as the lead agency, will issue the construction bid package, award the construction contract, provide construction management, and coordinate the Project activities. Funding will be provided by a combination of TCRP funds and the city of Yucaipa funds as outlined in the above Cooperative Agreement 06-036 Amendment No. 2.

In order for SANBAG to move into the construction phase of the project, the attached Caltrans / SANBAG Construction Cooperative agreement C07020 is needed. This agreement has been drafted by Caltrans and the review by SANBAG staff is still ongoing. Staff does not expect any significant revisions since the items covered by the Agreement are routine in nature. Negotiations with Caltrans and review by SANBAG Counsel will be completed in time for action by the July SANBAG Board.

Financial Impact: This item is consistent with the 2006/07 Budget, because project is being funded from TCRP and the City of Yucaipa.

Reviewed By: These agreements have been reviewed by the SANBAG Major Projects Committee on June 15, 2006

Responsible Staff: Darren Kettle, Director of Freeway Construction

mpc0606m-dmk
Attachment: A0603602
TN 84307000

COOPERATIVE AGREEMENT NO. 06-036-02

AMENDMENT NO. 2

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF YUCAIPA

FOR

LIVE OAK / I-10 INTERCHANGE RECONSTRUCTION FUNDING

This Cooperative Agreement No. 06-036 Amendment No. 2 is made and entered into this 5th day of July, 2006 by and between the San Bernardino County Transportation Commission (hereinafter referred to as "SANBAG") and the City of Yucaipa (hereinafter referred to as the "CITY"). This Amendment defines specific SANBAG and CITY tasks and responsibilities for the construction of the Live Oak/I-10 Interchange Reconstruction Construction (hereinafter referred to as the "PROJECT"). Full construction funding for the PROJECT is being provided by the Transportation Congestion Relief Program (hereinafter referred to as "TCRP") with approval of the California Transportation Commission (hereinafter referred to as "CTC") and the City of Yucaipa.

WITNESSETH

WHEREAS, the PROJECT will improve traffic operations in and around the Live Oak / I-10 interchange, and

WHEREAS, AB 2928 designates the San Bernardino County Transportation Commission as the lead agency for the Live Oak Canyon/Interstate 10 interchange reconstruction project, and

WHEREAS, SANBAG and the CITY desire to participate in the Live Oak / I-10 Interchange Reconstruction, and

WHEREAS, the CTC has allocated TCRP funds for the design phase of the PROJECT, and

WHEREAS, due to the suspension of TCRP/Proposition 42 funds the past three years, the PROJECT has been delayed, and

WHEREAS, the CITY has agreed to provide funding to complete the construction phase of the PROJECT,

NOW, THEREFORE, SANBAG and the CITY agree to the following:

1. SANBAG will issue the construction the bid package, award the construction contract, provide construction management and coordinate all construction activities for the PROJECT.

2. The construction and construction management costs for the PROJECT are anticipated to not exceed $12,932,000 with available TCRP construction funds totaling $7,552,000. This will leave a shortage of $5,371,000 and the CITY agrees to advance these funds for the PROJECT.

3. If the bids for the construction of the PROJECT exceed the engineer's estimate, the CITY agrees to fund the additional amount needed up to ten percent over the engineer's estimate. If the construction bids exceed the engineer's estimate by more than ten percent the CITY may fund all additional costs or instead reject the bids and determine an alternative course of action. Such action shall be completed in a timely manner so as to reduce or eliminate impacts to all affected parties.

4. When invoices are submitted to SANBAG by the construction contractor and construction management consultant for the PROJECT, SANBAG will verify that the invoices are true and correct and pay those invoices. SANBAG will then submit these invoices to Caltrans for TCRP reimbursement up to the remaining TCRP funding limit which is $7,552,000. Once all TCRP funds have been expended, SANBAG will then submit the remaining invoices to the CITY and the CITY will reimburse SANBAG within 30 days.

5. SANBAG agrees to request that the CTC allocate all remaining TCRP funds for the PROJECT.

6. All other provisions of SANBAG Contract No. 06-036 and associated contract amendments shall remain in full force and effect.

San Bernardino County
Transportation Commission

By: _____
Kelly Chastain
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

City of Yucaipa

By: _____

Date: _____

District Agreement No. 8-1318

08-SBd-10-PM 35.5/39.2
I-10/live Oak Canyon Road
Interchange Improvements
In Yucaipa
EA 43320
District Agreement No. 08-1318

CONSTRUCTION
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED GOVERNMENTS, a public entity, referred to herein as "SANBAG."

RECITALS

1. STATE and SANBAG, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.

2. SANBAG desires to construct State Highway improvements consisting of reconstruction of Live Oak Canyon Road horizontally and vertically from Calimesa Boulevard to Outer Highway South, replacement of the existing overcrossing bridge; modifications of existing interchange ramps and new traffic signalization; and to improve the existing design of Live Oak Canyon Road and the Interstate 10 (I-10) interchange ramps, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of construction activities.

3. SANBAG desires to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT in order to bring about the earliest possible completion of PROJECT.

4. STATE is agreeable to SANBAG's proposal to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.

5. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, and maintained.

6. Project development responsibilities for PROJECT were covered in a prior Cooperative Agreement (District Agreement No. 8-1143).

SECTION I

SANBAG AGREES:

1. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by SANBAG, and/or performed under an encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. SANBAG shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations.

2. To apply for necessary encroachment permits for required work within the State Highway right of way, in accordance with STATE's standard permit procedures as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

3. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, SANBAG agrees to require the construction contractor to furnish both a payment and performance bond, naming SANBAG as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. SANBAG shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.

4. To construct PROJECT in accordance with plans and specifications of SANBAG to the satisfaction of and subject to the approval of STATE.

5. Contract Administration procedures shall conform to the requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual, and in the encroachment permit for the construction of PROJECT.

6. Construction within the existing or ultimate State Highway right of way shall comply with the requirements in STATE's Standard Specifications and the Special Provisions for PROJECT, and in conformance with methods and practices specified in STATE's Construction Manual.

3. To provide, at SANBAG's expense, any "State-furnished material" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and allocation of funds by the California Transportation Commission (CTC).

2. In the event Traffic Congestion Relief Program (TCRP) funds are not available at the time of CTC allocation request, SANBAG will file a "Letter of No Prejudice" to expend locally controlled Transportation Uniform Mitigation Fee funds in lieu of the TCRP contribution.

3. Construction by SANBAG of improvements referred to herein which lie within the State Highway right of way or which affect STATE's facilities shall not be commenced until SANBAG's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District Director of Transportation or the District Director's delegated agent, and until an encroachment permit to SANBAG authorizing such work has been issued by STATE.

4. SANBAG shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and SANBAG's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by SANBAG of the approved encroachment permit shall constitute SANBAG's authorization from STATE to proceed with work to be performed by SANBAG or SANBAG's representatives within the District proposed State Highway right of way or which affects STATE's facilities, pursuant to work covered by this Agreement. SANBAG's authorization to proceed with said work shall be contingent upon SANBAG's compliance with all provisions set forth in this Agreement and said encroachment permit.

5. SANBAG's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within the State Highway right of way or which affects STATE's facilities. The application by SANBAG's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

6. SANBAG shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of

14. Upon completion of work under this Agreement, SANBAG will assume maintenance and the expense thereof for any part of PROJECT located outside of the current State Highway right of way until acceptance of any such part of PROJECT into the State Highway system by STATE, approval by the Federal Highway Administration, if required, and conveyance of acceptable title to STATE.

15. If SANBAG terminates PROJECT prior to completion of the construction contract for PROJECT, STATE may require SANBAG, at SANBAG's expense, to return the right of way to its original condition or to a condition of acceptable permanent operation. If SANBAG fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a condition of satisfactory permanent operation. STATE will bill SANBAG for all actual expenses incurred and SANBAG agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due SANBAG from the Highway Users Tax Fund.

16. If cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, SANBAG shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a cost of PROJECT contemplated by this Agreement.

17. STATE's quality assurance activities defined in Article 2 of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by SANBAG. If SANBAG requests STATE to perform any of these services, SANBAG shall reimburse STATE for such services. An amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. Upon proper application by SANBAG and by SANBAG's contractor, to issue, at no cost to SANBAG and SANBAG's contractor, the necessary encroachment permits for required work within the State Highway right of way, as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

2. At no cost to SANBAG, to provide quality assurance activities, including a qualified representative of STATE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to SANBAG and SANBAG's contractor.

7. If SANBAG uses own staff or hires another entity to perform surveys, all survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.

8. Material testing and quality control shall conform to STATE's Construction Manual and STATE's Material Testing Manual, and shall be performed, at SANBAG's expense, by a certified material-tester acceptable to STATE. Independent assurance testing, specialty testing, and off-site source inspection and testing shall be performed by STATE, at no cost to SANBAG except as noted herein. SANBAG shall reimburse STATE for any additional travel expenses incurred by STATE for off-site inspection and testing performed by STATE. Approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

9. To furnish, at SANBAG's expense and subject to the approval of STATE, a field site representative who is a licensed Civil Engineer in the State of California, to perform the functions of a Resident Engineer. If the plans and specifications for PROJECT were prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.

10. To pay one hundred percent (100%) of the actual costs of construction required for satisfactory completion of PROJECT, including change pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.

11. At SANBAG's expense, to furnish qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PROJECT may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.

12. To make progress payments to the contractor and pay all costs for required staff services as described in this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.

13. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of acceptable electronic "As-Built" plans in ".DGN" format and contract records, including survey documents and Records of surveys.

DRAFT

way were acquired in accordance with applicable State and Federal laws and regulations.

7. SANBAG shall not advertise for bids for the contract to construct PROJECT until after an encroachment permit has been issued to SANBAG by STATE.

8. SANBAG's construction contractor shall maintain in force, until completion and STATE's acceptance of the construction contract for PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications. Such policy shall contain an additional insured endorsement naming the State of California, its officers, agents, and employees as additional insureds. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE, which shall be delivered to STATE before the issuance of an encroachment permit to SANBAG's construction contractor.

9. Prior to award of the construction contract for PROJECT, SANBAG may terminate this Agreement by written notice.

10. During the construction of PROJECT, representatives of SANBAG and STATE shall cooperate and consult with each other, and all work pursuant to PROJECT shall be accomplished according to the approved plans, specifications, and STATE's applicable standards and practices. Satisfaction of these requirements shall be verified by STATE's representative. STATE's representative is authorized to enter SANBAG's property during construction for the purpose of monitoring and coordinating construction activities.

11. Changes to the plans and specifications for PROJECT shall be implemented by contract change orders reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans referred to in Article 13 of Section [illegible] this Agreement.

12. SANBAG shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through SANBAG's claim process. STATE's representative will be made available to SANBAG to provide advice and technical input in any claim process.

13. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, SANBAG shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State Highway and in accordance with SANBAG's policy for those facilities located outside

of the limits of work for the improvement to the State Highway. The cost of the protection, relocation, or removal shall be apportioned between the owner of the utility facility and SANBAG in accordance with STATE's policy and procedure. SANBAG shall require any utility owner performing relocation work in the State Highway right of way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified on the "As-Built" plans referred to in Section I of this Agreement.

14. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during construction requiring the same defined remedy or remedial action shall be the responsibility of SANBAG. For the purpose of the Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional cost identified by STATE shall be borne by SANBAG. SANBAG shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, SANBAG will have the option to either delay further construction of PROJECT until STATE is able to provide funding or SANBAG may proceed with the remedy or remedial action at SANBAG's expense without any subsequent reimbursement by STATE.

15. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during construction shall be the responsibility of SANBAG, at SANBAG's expense, as a result of proceeding with construction of PROJECT. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT had not proceeded. SANBAG shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place.

16. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right of way acquired by or on account of SANBAG for PROJECT, SANBAG shall be responsible, at SANBAG's expense, for all required

remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.

17. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such materials.

18. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by SANBAG on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.

19. Pursuant to the authority contained in Section 591 of the Vehicle code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, SANBAG shall comply with all of the requirements set for in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. SANBAG shall take all necessary precautions for safe operation of SANBAG's vehicles, the construction contractor's equipment and vehicles and/or vehicles or personnel retained by SANBAG, and for the protection of the traveling public from injury and damage from such vehicles or equipment.

20. Upon completion and acceptance of the construction contract for PROJECT by SANBAG to the satisfaction of STATE and subsequent to the execution of a maintenance agreement, STATE will accept control and maintain, at its own cost and expense, those portions of PROJECT lying within the State Highway right of way, except local roads delegated to SANBAG for maintenance.

21. The Maintenance Agreement between the STATE and City of Yucaipa covers the responsibilities of the operational and maintenance costs of the traffic control signals and safety lighting and the total operational and maintenance costs, including electrical energy costs.

22. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the State Highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State Highway right of way will automatically be vested in SANBAG. No further agreement will be necessary to transfer ownership as hereinbefore stated.

23. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.

DRAFT

24. Neither STATE 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 under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this Agreement.

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 STATE, under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless SANBAG and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

26. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

27. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by SANBAG with concurrence of STATE, or on December 31, 2014, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement.

SIGNATURES ON FOLLOWING PAGE

DRAFT

District Agreement No. 8-1318

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
KELLY CHASTAIN
Board of Directors

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
SANBAG's Counsel

DRAFT

EXHIBIT "A"
ESTIMATE OF COSTS

TYPE OF FUNDS	STATE SHARE	SANBAG FUND*
Construction Support	$0 (0%)	$1,328,000 (100%)
Construction Capital	$0 (0%)	$11,951,000 (100%)
TOTAL	$0 (0%)	3,279,000 (100%)

DRAFT

District Agreement No. 8-1318

08-SBd-10-PM 35.5/39.2
I-10/live Oak Canyon Road
Interchange Improvements
In Yucaipa
EA 43320
District Agreement No. 08-1318

CONSTRUCTION
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED GOVERNMENTS, a public entity, referred to herein as "SANBAG."

RECITALS

1. STATE and SANBAG, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.

2. SANBAG desires to construct State Highway improvements consisting of reconstruction of Live Oak Canyon Road, horizontally and vertically from Calimesa Boulevard to Outer Highway South, replacement of the existing overcrossing bridge; modifications of existing interchange ramps and new traffic signalization; and to improve the existing design of Live Oak Canyon Road and the Interstate 10 (I-10) interchange ramps, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of construction activities.

3. SANBAG desires to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT in order to bring about the earliest possible completion of PROJECT.

4. STATE is agreeable to SANBAG's proposal to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.

5. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, and maintained.

6. Project development responsibilities for PROJECT were covered in a prior Cooperative Agreement (District Agreement No. 8-1143).

SECTION I

SANBAG AGREES:

1. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by SANBAG, and/or performed under an encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. SANBAG shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations.

2. To apply for necessary encroachment permits for required work within the State Highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

3. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, SANBAG agrees to require the construction contractor to furnish both a payment and performance bond, naming SANBAG as obligee with both bonds complying with the requirements set forth in Section 3-1.12 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. SANBAG shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.

4. To construct PROJECT in accordance with plans and specifications of SANBAG to the satisfaction of and subject to the approval of STATE.

5. Contract Administration procedures shall conform to the requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual, and in the encroachment permit for the construction of PROJECT.

6. Construction within the existing or ultimate State Highway right of way shall comply with the requirements in STATE's Standard Specifications and the Special Provisions for PROJECT, and in conformance with methods and practices specified in STATE's Construction Manual.

7. If SANBAG uses own staff or hires another entity to perform surveys, all survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.

8. Material testing and quality control shall conform to STATE's Construction Manual and STATE's Material Testing Manual, and shall be performed, at SANBAG's expense, by a certified material-tester acceptable to STATE. Independent assurance testing, specialty testing, and off-site source inspection and testing shall be performed by STATE, at no cost to SANBAG except as noted herein. SANBAG shall reimburse STATE for any additional travel expenses incurred by STATE for off-site inspection and testing performed by STATE. Approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

9. To furnish, at SANBAG's expense and subject to the approval of STATE, a field site representative who is a licensed Civil Engineer in the State of California, to perform the functions of a Resident Engineer. If the plans and specifications for PROJECT were prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.

10. To pay one hundred percent (100%) of the actual costs of construction required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.

11. At SANBAG's expense, to furnish qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PROJECT may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.

12. To make progress payments to the contractor and pay all costs for required staff services as described in this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.

13. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of acceptable electronic "As-Built" plans in ".DGN" format and contract records, including survey documents and Records of surveys.

14. Upon completion of work under this Agreement, SANBAG will assume maintenance and the expense thereof for any part of PROJECT located outside of the current State Highway right of way until acceptance of any such part of PROJECT into the State Highway system by STATE, approval by the Federal Highway Administration, if required, and conveyance of acceptable title to STATE.

15. If SANBAG terminates PROJECT prior to completion of the construction contract for PROJECT, STATE may require SANBAG, at SANBAG's expense, to return the right of way to its original condition or to a condition of acceptable permanent operation. If SANBAG fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a condition of satisfactory permanent operation. STATE will bill SANBAG for all actual expenses incurred and SANBAG agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due SANBAG from the Highway Users Tax Fund.

16. If cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, SANBAG shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a cost of PROJECT contemplated by this Agreement.

17. STATE's quality assurance activities defined in Article 2 of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by SANBAG. If SANBAG requests STATE to perform any of these services, SANBAG shall reimburse STATE for such services. An amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. Upon proper application by SANBAG and by SANBAG's contractor, to issue, at no cost to SANBAG and SANBAG's contractor, the necessary encroachment permits for required work within the State Highway right of way, as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

2. At no cost to SANBAG, to provide quality assurance activities, including a qualified representative of STATE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to SANBAG and SANBAG's contractor.

3. To provide, at SANBAG's expense, any "State-furnished material" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).

2. In the event Traffic Congestion Relief Program (TCRP) funds are not available at the time of CTC allocation request, SANBAG will file a "Letter of No Prejudice" to expend locally controlled Transportation Uniform Mitigation Fee funds in lieu of the TCRP contribution.

3. Construction by SANBAG of improvements referred to herein which lie within the State Highway right of way or which affect STATE's facilities shall not be commenced until SANBAG's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District Director of Transportation or the District Director's delegated agent, and until an encroachment permit to SANBAG authorizing such work has been issued by STATE.

4. SANBAG shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and SANBAG's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by SANBAG of the approved encroachment permit shall constitute SANBAG's authorization from STATE to proceed with work to be performed by SANBAG or SANBAG's representatives within the District proposed State Highway right of way or which affects STATE's facilities, pursuant to work covered by this Agreement. SANBAG's authorization to proceed with said work shall be contingent upon SANBAG's compliance with all provisions set forth in this Agreement and said encroachment permit.

5. SANBAG's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within the State Highway right of way or which affects STATE's facilities. The application by SANBAG's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

6. SANBAG shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of

way were acquired in accordance with applicable State and Federal laws and regulations.

7. SANBAG shall not advertise for bids for the contract to construct PROJECT until after an encroachment permit has been issued to SANBAG by STATE.

8. SANBAG's construction contractor shall maintain in force, until completion and acceptance of the construction contract for PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications. Such policy shall contain an additional insured endorsement naming the State of California, its officers, agents, and employees as additional insureds. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to SANBAG's construction contractor.

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21. The Maintenance Agreement between the STATE and City of Yucaipa covers the responsibilities of the operational and maintenance costs of the traffic control signals and safety lighting and the total operational and maintenance costs, including electrical energy costs.

22. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the State Highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State Highway right of way will automatically be vested in SANBAG. No further agreement will be necessary to transfer ownership as hereinbefore stated.

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DRAFT

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SIGNATURES ON FOLLOWING PAGE

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District Agreement No. 8-1318

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
KELLY CHASTAIN
Board of Directors

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
SANBAG's Counsel

DRAFT

EXHIBIT "A"
ESTIMATE OF COSTS

TYPE OF FUNDS	STATE SHARE	SANBAG FUND*
Construction Support	$0 (0%)	$1,328,000 (100%)
Construction Capital	$0 (0%)	$11,951,000 (100%)
TOTAL	$0 (0%)	$13,279,000 (100%)

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Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 14

Date: June 15, 2006

Subject: Construction and Maintenance Agreement with Burlington Northern, Santa Fe Railroad (BNSF) and Caltrans for the Interstate 215 5th Street Overcrossing Project

Recommendation:* Approve Agreement No. 07-016 with BNSF and Caltrans to construct a new bridge over existing BNSF tracks as part of SANBAG's construction of I-215, 5th Street Overcrossing, fund BNSF flagging and inspection services in estimated amount of $789,731, and receive BNSF contribution towards the project in the amount of $1,245,657. TN 83807000

Background: The new 5th Street overcrossing over the reconstructed I-215 freeway which SANBAG has designed and will be constructing will be built over both the existing freeway and four BNSF tracks. This work is shown in Exhibit "A" of the agreement and specified in the "Recitals" at the beginning of the agreement. This agreement specifies that SANBAG will construct the new bridge and Caltrans will maintain it after completion of construction. This agreement also specifies that all agencies will follow established procedures for work on and adjacent to the railroad as will all contractors and subcontractors and personnel from all these agencies/companies. This agreement also establishes coordination and contact information between the 3 agencies and their contractors, and details the rights and responsibilities of these parties both during and after construction.

*

Approved
Major Projects Committee

Date: *June 15, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606i-das

Since this work is over existing, in service railroad tracks which are owned and operated by BNSF, flagging operations are required along the BNSF tracks during certain times of construction and be available to coordinate railroad operations and construction operations. In addition, BNSF also requires inspectors to be present during certain construction activities above and adjacent to its tracks to insure that no activities could pose a hazard to railroad operations. A cost estimate of $789,731 for BNSF to provide these services as needed during construction for the I-215 5th Street Overcrossing is given in Exhibit "D" of this agreement. Since SANBAG is the lead agency administering the construction contract, SANBAG, in coordination with BNSF has estimated the number of days it will require flagging and inspection. This estimate is incorporated into Exhibit "D" of this agreement. Since there is some benefit to BNSF in removal of some existing bridge elements and because this project is funded by State and local sources, BNSF is making a contribution towards the cost of this bridge as defined in Article 5 of the agreement in the amount of $1,245,657.

Financial Impact: The estimated cost of this agreement for BNSF to provide flagging and inspection services is $789,731. These costs are included in the overall engineer's construction estimate for I-215, 5th Street Overcrossing and are anticipated expenditures in the FY 2006/07 Budget. The funding source for this agreement is Measure I Valley Major Projects funds. TN 83807000

The railroad will contribute $1,245,657 upon completion of construction.

Reviewed By: This will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

mpc0606i-das

SANBAG Contract No. 07-016

by and between

San Bernardino County Transportation Authority

And

Caltrans and BNSF Railroad

For

Construction and Maintenance Agreement for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes: Receivable from BNSF Railroad at completion of construction per this agreement

Original Contract:	$ 1,245,657	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 1,245,657

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 8380900	5011	1 receivable	$ 1,245,657
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____

Original Board Approved Contract Date: 7/05/06 Contract Start: 7/05/06 Contract End: 12/1/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle**	Contract Manager: **Dennis Saylor**

Task Manager Signature 6/06/06 Date

Contract Manager Signature 6/06/06 Date

Chief Financial Officer Signature Date

SANBAG Contract No. 07-016

by and between

San Bernardino County Transportation Authority

And

Caltrans and BNSF Railroad

For

Construction and Maintenance Agreement for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes: Payable to BNSF Railroad for flagging/inspection during construction per this agreement

Original Contract:	$ 789,731	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 789,731

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 8380700	5554	1 Meas. I Valley Major Projects	$ 100,000
2 8380800	5554	2 Meas. I Valley Major Projects	$ 400,000
3 8380900	5554	3 Meas. I Valley Major Projects	$ 289,731

Original Board Approved Contract Date: 7/05/06 Contract Start: 7/05/06 Contract End: 12/1/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 100,000	$ 400,000	$ 289,731

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

D. M. Kettle 6/06/06

Task Manager Signature Date

Contract Manager Signature Date

Chief Financial Officer Signature Date

OVERPASS AGREEMENT

BNSF File No. 026114M
Fifth Street Overpass
U.S. D.O.T. No. 26114M

This Agreement **("Agreement")**, is executed to be effective as of this _____ day of _____, 200__ **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")**, and the STATE OF CALIFORNIA, acting through the Department of Transportation, hereinafter referred to as **("STATE")** and the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as **("SANBAG")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of San Bernardino, County of San Bernardino, State of California;

WHEREAS, STATE and The Atchison, Topeka and Santa Fe Railway Company, predecessor in interest to BNSF, hereinafter referred to as **("Santa Fe")**, entered into an agreement dated January 10, 1951, carried in BNSF's records as Contract No. 54360, which provided for the improvement of State Highway Route 9, now called State Highway Route 66, involving the construction and maintenance of the existing Fifth Street Overpass, PUC No. 2-80.75-A, U.S. D.O.T. No. 26114M across BNSF's rail corridor, hereinafter referred to as **("Rail Corridor")**, and over its tracks;

WHEREAS, STATE and the San Bernardino Associated Governments hereinafter referred to as "SANBAG", propose to reconstruct Interstate Highway I-215, through the City of San Bernardino, in order to accommodate the construction of High Occupancy Vehicle (HOV) lanes involving the reconstruction of STATE's Fifth Street Overpass, by means of a 502 foot long 5-span cast in place prestressed concrete box girder on concrete multi columns and concrete abutments, including On and Off Ramps and Retaining Walls;

WHEREAS, the new Fifth Street Overpass will be constructed first with the On and Off Ramps and the Retaining Walls to be subsequently constructed under a separate construction contract;

WHEREAS, STATE and SANBAG have entered into a Design Cooperative Agreement, dated February 2, 2002 providing for SANBAG's design for the reconstruction of the Segment 1 portion of the Interstate Highway I-215 reconstruction project, which includes the reconstruction of the Fifth Street Overpass.

WHEREAS, STATE and SANBAG will enter into a Construction Cooperative Agreement prior to the start of construction of the Project as described in Article I, Section 1. of this Agreement, that will provide for SANBAG's construction of the **Project** with STATE owning and maintaining the **Structure** as described in Article I, Section 1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the removal of the existing Fifth Street Overpass and the construction of a replacement Fifth Street Overpass including on and On and Off Ramps and Retaining Walls; (hereinafter referred to as the **"Structure"**), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary

and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – BNSF OBLIGATIONS

In consideration of the covenants of STATE and SANBAG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. In consideration of the faithful performance of SANBAG's covenants contained herein, BNSF hereby grants to SANBAG, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's rail corridor described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said rail corridor;

(b) Construct, operate, maintain, renew and/or relocate upon said rail corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with SANBAG's use of the Structure;

(c) Otherwise use or operate the rail corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with SANBAG's use of the Structure.

Prior to SANBAG commencing any work on BNSF's property or rail corridor, STATE must pay BNSF the sum of _____ and No/100 Dollars ($_____) as compensation for the Temporary Construction License. The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) fifty four (54) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to SANBAG in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by SANBAG for any other purpose. SANBAG acknowledges and agrees that SANBAG shall not have the right, under the Temporary Construction License, to use the Structure. In the event SANBAG is evicted by anyone owning, or claiming title to or any interest in said rail corridor, BNSF will not be liable to SANBAG for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to SANBAG herein.

Upon receiving the payment from SANBAG described in the subsequent sentence, and upon STATE's execution of an Easement Agreement as set forth in Exhibit B, attached to this Agreement, and provided SANBAG is in compliance with the terms and conditions of this Agreement, BNSF will grant to STATE, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's rail corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B-1 attached to this Agreement. SANBAG must pay BNSF the sum of _____ and No/100 Dollars ($_____) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 14 of this Agreement. If SANBAG fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written

approval of SANBAG, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project and;

(e) Providing a contract project coordinator, at SANBAG's expense, to serve as a project manager for the Project;

(f) Removal and replacement of a section of Main Track #3 to accommodate SANBAG'S removal of the footing for Pier #4 for the existing Structure.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. SANBAG agrees to reimburse BNSF for work of an emergency nature caused by SANBAG or SANBAG's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of SANBAG and SANBAG agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge SANBAG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send SANBAG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Pursuant to the California Prompt Payment Act, CALIFORNIA CODES, **GOVERNMENT CODE,** SECTION **927-927**.12., SANBAG must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of SANBAG's receipt of the invoice for such work. Upon completion of the Project, BNSF will send SANBAG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. If SANBAG fails to make payment of a BNSF invoice within said forty-five (45) days, SANBAG shall pay a penalty at a rate of 1 percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent pursuant to Section 927.6 (b) of said Government Code.

ARTICLE III – SANBAG OBLIGATIONS

In consideration of the covenants of STATE and BNSF set forth herein and the faithful performance thereof, SANBAG agrees as follows:

1. SANBAG must furnish to BNSF and STATE plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications with the railroad clearances expressed in **English Units**, must be submitted to BNSF and STATE for approval prior to commencement of any construction. BNSF will give SANBAG final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans

and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. SANBAG must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. SANBAG must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. SANBAG must construct the Project as shown on the attached Exhibit A and do all work **("SANBAG's Work")** provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. SANBAG must furnish all labor, materials, tools and equipment for the performance of SANBAG's Work. The principal elements of SANBAG's Work are as follows:

(a) Preliminary and final Engineering;

(b) Demolition and removal of the existing Fifth Street Overpass;

(c) Design and the Construction of the Structure;

(d) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's rail corridor;

(e) Provide suitable drainage, both temporary and permanent;

(f) Apply the Commission's Crossing Number 2-80.75-A and D.O.T. Crossing Number 026114M in a conspicuous location on the Structure.

(g) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

5. SANBAG shall remove the pier wall, pedestal, and footing down to the top of pilings including removal of the pile cap for Pier No. 4 and the pier wall and pedestal down to the top of the footing for Pier 3 for the existing Fifth Street Overpass located within BNSF's Rail Corridor conditioned upon BNSF granting a work window for this task.

6. SANBAG's Work must be performed by SANBAG or SANBAG's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

7. SANBAG must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, SANBAG must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

8. SANBAG or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by SANBAG's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. Additionally, SANBAG must submit for approval two (2) copies of a professionally engineered demolition plan with applicable calculations to BNSF's Manager of Public

Projects. The existing Fifth Street Overpass will not be removed until BNSF approves SANBAG's demolition plan in writing.

9. SANBAG must include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or rail corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Project Engineer at telephone number 909 386 4079 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF rail corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to the SANBAG or BNSF until these items are completed.

(c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's rail corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's rail corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

(d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

10. SANBAG must incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III, Sections 6, 7, 8, 9, and 11; (ii) the provisions set forth in Article V, Sections 3, 4, 13 and 14; and (iii) the provisions set forth in Exhibit C, Exhibit C-I, and Exhibit F attached hereto and by reference made a part hereof.

11. Except as otherwise provided below in this Section 11, all construction work performed hereunder by SANBAG for the Project will be pursuant to a contract or contracts to be let by SANBAG, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's rail corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's rail corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) If it is in SANBAG's best interest, SANBAG may direct that the construction of the Project be done by day labor under the direction and control of SANBAG, or if at any time, in the opinion of SANBAG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, SANBAG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, SANBAG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, SANBAG shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and SANBAG's contractor will establish mutually agreeable work windows for the Project. SANBAG shall inform its contractor that any request for work windows with less that eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

(f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

12. SANBAG must advise the BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, SANBAG must notify BNSF's Manager of Public Projects, in writing, of the date on which SANBAG, and/or STATE and/or SANBAG's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

13. **TO THE FULLEST EXTENT PERMITTED BY LAW, SANBAG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) SANBAG'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO SANBAG PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO SANBAG PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) SANBAG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF SANBAG OR ITS**

OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY SANBAG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

14. SANBAG must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from SANBAG. The Notice to Proceed must reference BNSF's file number 026114M.

ARTICLE IV - STATE OBLIGATIONS

IN CONSIDERATION of the covenants of BNSF and SANBAG herein contained and the faithful performance thereof, STATE agrees:

1. To permit SANBAG to act as the responsible lead agency to design and construct the Project.

2. STATE must make application to the Public Utilities Commission of the State of California **("Commission")** for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF, together with a copy of this agreement and to and obtain all other required permits and approvals for the construction of the Project.

3. STATE will acquire all properties required to construct the Project and maintain the Structure;

4. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and STATE agree to the following terms upon completion of construction of the Project:

(a) STATE will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement.

(b) STATE will arrange for removal of graffiti from the Structure;

(c) STATE must maintain said Commission's Crossing Number 2-80.75-A and D.O.T. Crossing Number 026114M in good readable condition in the conspicuous location on the Structure where applied by SANBAG during construction;

(d) It is understood by STATE that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

(e) STATE must keep the Structure and surrounding areas clean from all trash and debris

(f) If STATE (including its contractors and agents) or BNSF, on behalf of STATE, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the

rail, then STATE or its contractors and/or agents must procure and maintain insurance coverage as contained in said Exhibit C as the same may be revised from time to time. The present insurance coverage requirements are as follows:

Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

As used in this paragraph, "***Railroad***" means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, STATE may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy **if available** to STATE or its contractors. The limits of coverage are the same as above.

5. Subject to the restrictions imposed by Article V, Section 13 below, STATE must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's rail corridor for maintenance purposes. If the construction work hereunder is contracted, STATE must require its prime contractor(s) to comply with the obligations set forth in Exhibit C, Exhibit C-1 and Exhibit F, as the same may be revised from time to time. STATE will be responsible for its contractor(s) compliance with such obligations.

6. **TO THE FULLEST EXTENT PERMITTED BY LAW, STATE HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) STATE'S BREACH OF THE EASEMENT GRANTED TO STATE PURSUANT TO ARTICLE II OF THIS AGREEMENT, STATE'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR, (V) ANY RIGHTS OR INTERESTS GRANTED TO STATE PURSUANT TO THE EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) STATE'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY STATE, OR (VII)AN ACT OR OMISSION OF STATE OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY STATE WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

ARTICLE V – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. SANBAG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) SANBAG (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) SANBAG (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) SANBAG fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by SANBAG or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

SANBAG Director of Freeway Construction
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Fax: (909) 388-2002.

5. SANBAG must supervise and inspect the operations of all SANBAG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by SANBAG personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating rail corridor). Construction of the Project will not proceed until SANBAG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify SANBAG Director of Freeway Construction for appropriate corrective action.

6. Santa Fe contributed to the construction of the existing Fifth Street Overpass. The Project funding is contemplated to come from state and local sources. Therefore BNSF will be required to

contribute to the cost of construction of the Project excluding the cost for constructing the On and Off Ramps and Retaining Walls, pursuant to Section 1202.5 (d) of the Public Utilities Code. The Project's cost is estimated to be $23,067,771, hereinafter referred to as **"Estimated Cost"**.

7. BNSF's share of the Estimated Cost, hereinafter referred to as **"BNSF's Share"**, shall be a Fixed Not To Exceed Amount of $1,245,657. BNSF's Share has been determined to be 10% of the calculated amount of the Project that is apportioned to BNSF being 54% of the Estimated Cost in the amount of $12,456,569. The 54 % portion of the Project apportioned to BNSF is a pro-ration of the Project's total length compared to distance for that portion of the Project between J Street and BNSF easterly line of BNSF's Rail Corridor.

8. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 12 with the date of BNSF's payment conditioned upon SANBAG furnishing BNSF sufficient advanced notification of the Project's completion date and a current estimate of the Project's final cost to enable BNSF to include BNSF's estimated Share in a subsequent Budget Year. BNSF's cut off date for its next years Capital Budget is August 31st.

9. SANBAG agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

10. Notwithstanding the provisions of Sections 6 and 7 of this Article V, which contemplate the use of non Federal-aid funds for construction of the Project, if any Federal funds are used by SANBAG to finance the Project, BNSF will not be required to contribute to the Project's cost pursuant to the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1.

11. Pursuant to this section and Article II, Section 6 herein, SANBAG must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

12. All expenses detailed in statements sent to SANBAG pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

13. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

14. Subject to the restrictions imposed by Article V, Section 13 above, the construction of the Project will not commence until SANBAG gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 026114M. and must state the time that construction activities will begin.

15. Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units).** BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**. The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all

information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

16 BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and STATE in such shares as may be mutually agreed to by the parties hereto. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

17. STATE may, at STATE's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's rail corridor to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

18. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

19. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

20. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

21. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

22. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

23. The aforesaid Agreement between the STATE and Santa Fe hereto dated January 10, 1951, providing for the construction and maintenance of the original Fifth Street Overpass (BNSF Contract No. 54360) shall terminate on the completion date of the Project as provided for in Article III, Section 12 of this Agreement. Such termination shall not release any party thereto from any liability or obligation thereunder, resulting from any act, omission or event happening prior to the date of termination or thereafter, in the event the terms of said agreement provide that anything shall or may be done after termination thereof.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, STATE and SANBAG with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:	BNSF's Manager of Public Projects 740 E. Carnegie Drive San Bernardino, CA. 92408
SANBAG:	San Bernardino Associated Governments 1170 W. 3rd Street, 2nd. Floor San Bernardino, CA 92410 Attn. Director of Freeway Construction
STATE:	Department of Transportation Division of Right of Way – Railroad Agreements 1120 N. Street, MS 37 Sacramento, CA. 95814

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____
Printed Name: Greg Fox
Title: Vice President Engineering

WITNESS:

_____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Printed Name: Kelly Chastain
Title: President - Board of Directors

APPROVED AS TO FORM:

_____
Jean-Rene Basle
SANBAG Counsel

STATE OF CALIFORNIA, acting by and through its Department of Transportation

By: _____
Printed Name: _____
Title: Chief, Office of Project Delivery
Division of Right of Way

_____
Attorney
Department of Transportation

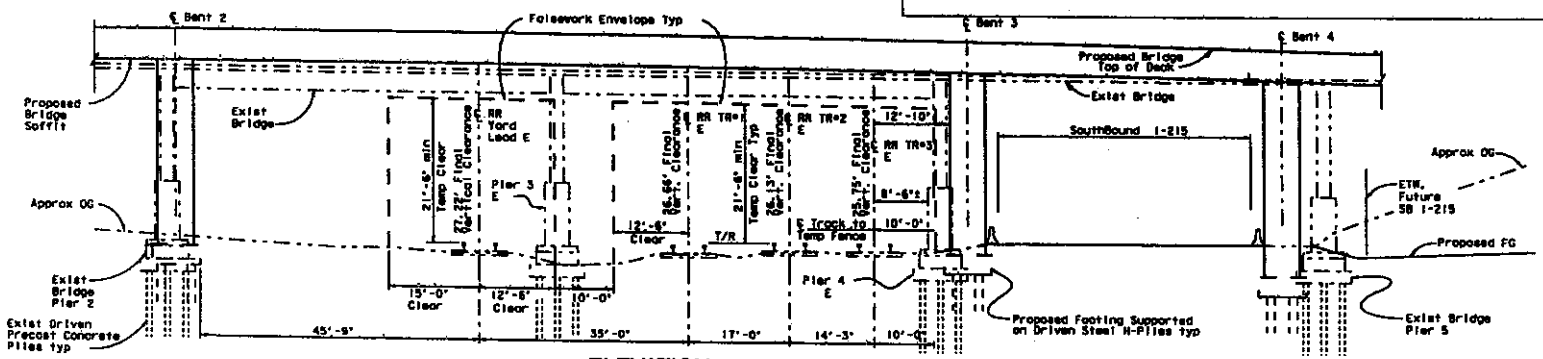
_____
Approval Recommended
Department of Transportation

Fifth St. Overpass June 6, 2006

EXHIBIT "A"
ATTACHED TO A CONTRACT BETWEEN BNSF RAILWAY COMPANY AND STATE OF CALIFORNIA AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

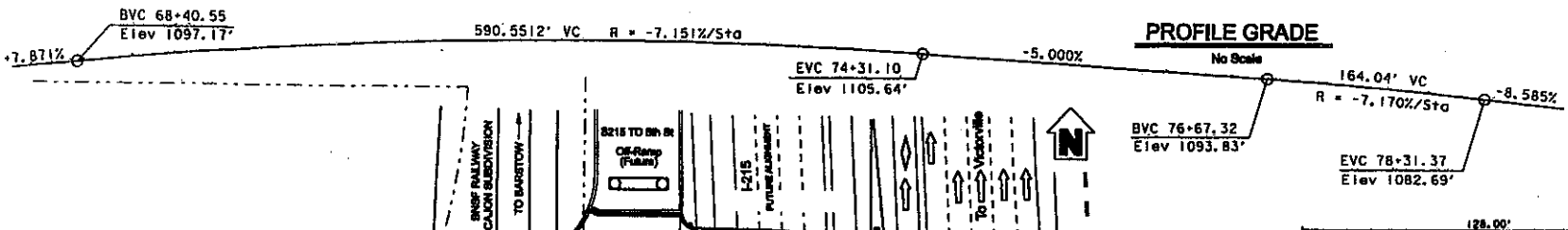
FORT WORTH, TEXAS
SCALE: AS NOTED
SOUTHERN CALIFORNIA DIVISION
CAJON SUBDIVISION

GREG FOX
VICE PRES. AND CHIEF ENGINEER
DESCRIPTION APPROVED

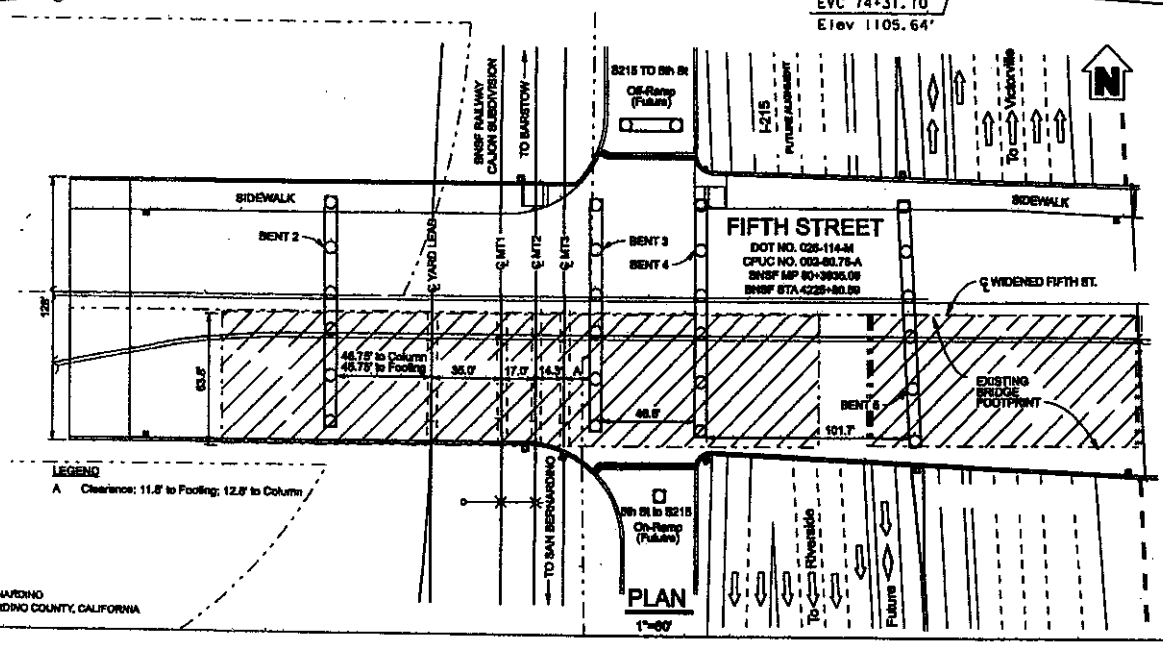


ELEVATION
1"=20'

LEGEND
E Edeling

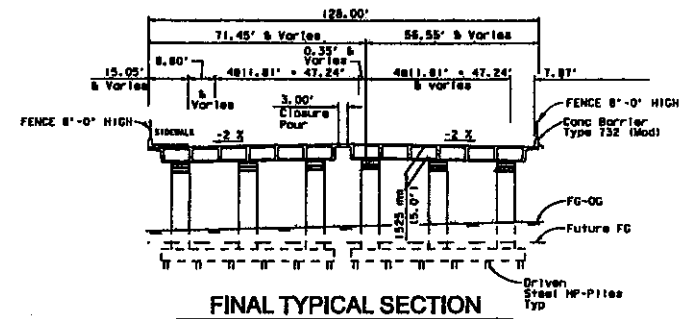


PROFILE GRADE
No Scale



PLAN
1"=60'

AT SAN BERNARDINO
SAN BERNARDINO COUNTY, CALIFORNIA



FINAL TYPICAL SECTION
1"=40'

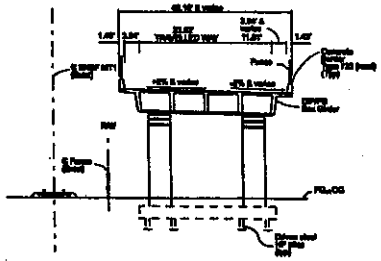
DESCRIPTION
REPLACE EXISTING FIFTH STREET OVERPASS WITH A NEW, WIDER STRUCTURE
PROVIDE NEW ON- AND OFF RAMPS

EXHIBIT "A" Sheet 1 of 2

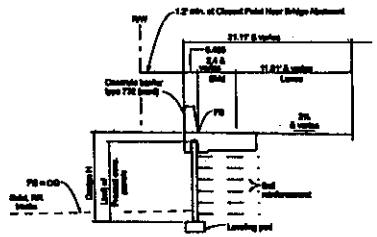
EXHIBIT "A"
ATTACHED TO A CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
STATE OF CALIFORNIA
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

FORT WORTH, TEXAS
SCALE: AS NOTED
SOUTHERN CALIFORNIA DIVISION
CAJON SUBDIVISION

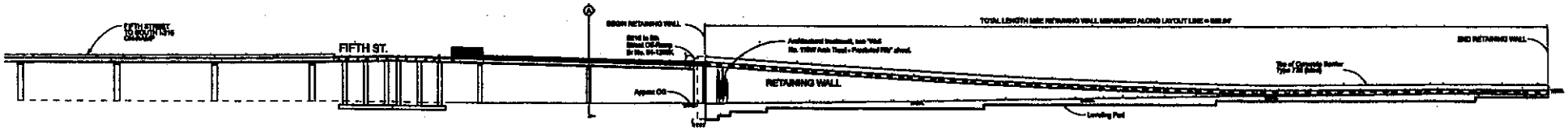
GREG FOX
VICE PRES. AND CHIEF ENGINEER
DESCRIPTION APPROVED



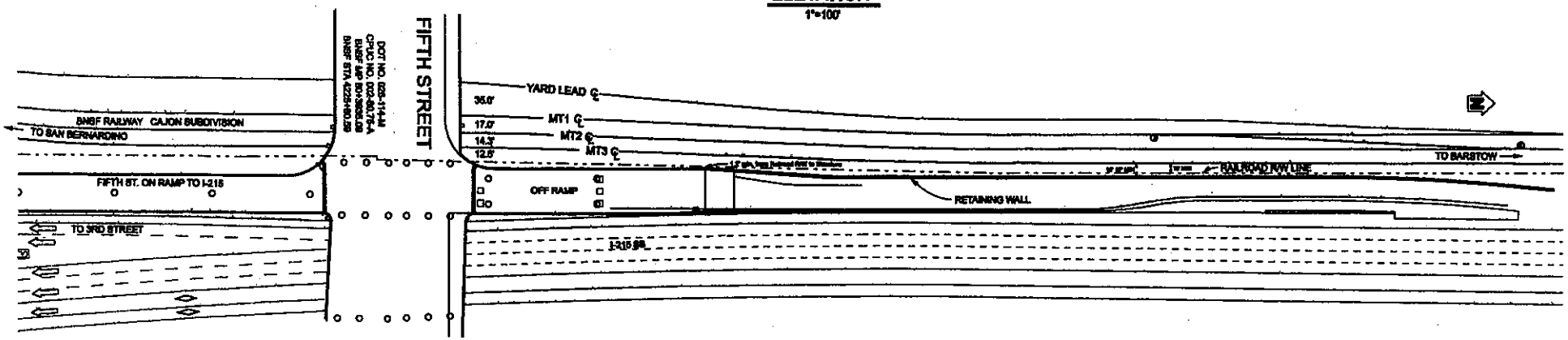
Ⓐ OFF-RAMP BRIDGE SECTION
NOT TO SCALE



MSE RETAINING WALL TYPICAL SECTION
NOT TO SCALE



ELEVATION
1"=100'



PLAN
1"=100'

DESCRIPTION

REPLACE EXISTING FIFTH STREET OVERPASS WITH A NEW, WIDER STRUCTURE
PROVIDE NEW ON- AND OFF RAMPS

AT SAN BERNARDINO
SAN BERNARDINO COUNTY, CALIFORNIA

EXHIBIT "A" Sheet 2 of 2

Form Approved by VP-Law

EXHIBIT B

EASEMENT AGREEMENT

FOR _____

(Overpass Agreement)

THIS EASEMENT AGREEMENT FOR _____ ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20___ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and _____, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of _____, County of _____, State of _____, at Mile Post _____, [Project # _____], as described or depicted on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Overpass Agreement dated as of _____ concerning improvements on or near the Premises (the "**Overpass Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 **Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the OVERPASS Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the OVERPASS Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the OVERPASS Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be

exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement**. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits,

approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an SANBAG having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the OVERPASS Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following:**

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens**. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange**. Grantor reserves the right to assign this Easement Agreement to Apex Property & Track Exchange, Inc. ("**Apex**"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Grantor shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Grantee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Grantee may incur as a result of Grantor's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Grantee shall cooperate with Grantor with respect to this tax-deferred exchange, and upon Grantor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

Section 12 **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the OVERPASS Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway

Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation**. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. *[IF LEGAL DESCRIPTION IS NOT AVAILABLE USE THE FOLLOWING IN PLACE OF THE PRIOR SENTENCE: As of the Effective Date, a legal description of the Premises is not available. Grantee and Grantor shall work together in good faith to establish the legal description for the Premises. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the **"Memorandum of Easement"**).]* The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

14.7 The terms of the OVERPASS Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the OVERPASS Agreement is, for whatever reason, no longer in effect.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,

_____

By: _____
Name: _____
Title: _____

EXHIBIT "B-1"

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ___ day of _____ _____, 20___, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____ _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 200__, by _____(name) as _____(title) of BNSF RAILWAY COMPANY, a Delaware corporation.

_____
Notary Public

(Seal)

My appointment expires:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 200__, by _____(name) as _____(title) of _____, a _____.

_____
Notary Public

(Seal)

My appointment expires:_____

Exhibit "B-1"

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Fifth Street Overpass.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number (909) 386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file 026114M.

- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's General Manager Michael Shircliff at telephone 909) 386 4150 Fax 909 386 4111 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 10' 0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 12'-10"' Horizontally from centerline of nearest track
  - 25'-0" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency)_____ and must not be undertaken until approved in writing by the Railway, and until the (Agency)_____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency)_____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by

the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.contractororientation.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 909 386 4061) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects

or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency)_____. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

- **1.05.03d** The average train traffic on this route is 94 freight trains per 24-hour period at a timetable speed of 30 MPH and 2 passenger trains at a timetable speed of 30 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.**

- **1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing <u>must</u> include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).**

- **1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.**

- **1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.**

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource

Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visability work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Project Engineer (909 386 4079).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time:
   County: _____ 3. Temperature: _____ 4. Weather
   (if non-Railway location)

5. Social Security #

6. Name (last, first, mi)

7. Address: Street: _____ City: _____ St._____ Zip:

8. Date of Birth: _____ and/or Age _____ Gender:
   (if available)

9. (a) Injury: _____ (b) Body Part:
   (i.e. (a) Laceration (b) Hand)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
    ? First Aid Only
    ? Required Medical Treatment
    ? Other Medical Treatment

13. Dr. Name _____ 30. Date:

14. Dr. Address:
    Street: _____ City: _____ St: _____ Zip:

15. Hospital Name:

16. Hospital Address:
    Street: _____ City: _____ St: _____ Zip:

17. Diagnosis:

FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX 909 386 4843

LAW DEPARTMENT APPROVED

OVERPASS EXHIBIT "C-1"

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 026114M
Agency Project: Fifth St. Overpass

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, with **SAN BERNARDINO ASSOCIATED GOVERNMENTS** for the performance of certain work in connection with the following project: demolish and reconstruct the Fifth Street Overpass, in San Bernardino, CA. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **SAN BERNARDINO ASSOCIATED GOVERNMENTS** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to ***Railroad*** payments related to the Federal Employers Liability Act or a ***Railroad*** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- California's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against ***Railroad*** for all claims and suits against ***Railroad***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railroad*** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railroad*** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by ***Railroad***. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and ***Railroad*** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming ***Railroad*** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of ***Railroad***. If granted by ***Railroad***, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all ***Railroad*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to ***Railroad*** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify ***Railroad*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from ***Railroad***, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY
P.O. Box 12010-BN
Hemet, California 92546-8010
Fax: 909-766-2299

Any insurance policy must be written by a reputable insurance company acceptable to ***Railroad*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this ***Agreement*** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this ***Agreement***. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.
Not more frequently than once every five years, ***Railroad*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming ***Railroad*** as an additional insured, and requiring that the subcontractor release, defend and indemnify ***Railroad*** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify ***Railroad*** herein.

Failure to provide evidence as required by this section will entitle, but not require, ***Railroad*** to terminate this ***Agreement*** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this ***Agreement***. Damages recoverable by ***Railroad*** will not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and

incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as $50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative 909 386 4079 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____
(Contractor)

By:_____
Printed Name:_____
Title: _____

Contact Person:_____
Address_____
_____
City:_____State:___Zip:___
Fax: _____
Phone: _____
E-mail: _____

BNSF Railway Company

By:_____
Name: _____
Manager Public Projects

Accepted and effective this _____day of 20__.

EXHIBIT D

RECAPITULATION

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG
FOR RECONSTRUCTION OF THE FIFTH STREET OVERPASS

PLAN ITEM: 000099998	$26,388
PLAN ITEM: 000106826	$659,844
PLAN ITEM: 000106827	$103,499
TOTAL ESTIMATED COST BNSF WORK	$789,731

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:-SAN BERNARDINO DETAILS OF ESTIMATE PLAN ITEM: 000099998 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
ADJUST 60 T.F. SECTION OF 3RD M.T. IN CONNECTION WITH THE WIDENING OF 215 FWY/5TH STREET BRIDGE AT SAN BERNARDINO BETWEEN M.P. 80.75 AND M.P. 80.77, CAJON SUBDIVISON, CALIFORNIA DIVISION.
REVISED 10/17/05 PER GREG ROUSSEAU. MOVED PLAN FROM 2005 TO 2006 AND INCREASE CONTINGENCY DUE TO ADDITIONAL COLUMN REMOVAL NOT INCLUDED IN ORIGINAL ESTIMATE

100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS.
PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,

"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"

RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
ADJUST TRACK PANELS	52.80	MH	1,069	
FLAGGING - OTHER R.O.W.- OPER	64.00	MH	1,217	
PLACE FIELD WELDS - CAP	69.76	MH	1,534	
REPLACE SIGNAL BONDING - OPER	10.00	MH	275	
SURFACE TRACK - REPLACEMENT - OPER	8.72	MH	191	
PAYROLL ASSOCIATED COSTS			3,455	
EQUIPMENT EXPENSES			1,070	
DA LABOR OVERHEADS			3,856	
PERDIEM EXPENSES			52	
INSURANCE EXPENSES			673	
TOTAL LABOR COST			13,392	13,392
**********				
MATERIAL				
**********				
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.00	KT	212	
BALLAST, TRUCKED HAULED	100.00	NT	2,000	
SIGNAL BONDING MATERIAL	1.00	DAY	150	
MATERIAL HANDLING			117	
ONLINE TRANSPORTATION			924	
USE TAX			204	
OFFLINE TRANSPORTATION			3	
TOTAL MATERIAL COST			3,610	3,610
**********				
OTHER				
**********				
4-966B LOADERS W/ OPERATOR	1.00	DAY	8,000	
TOTAL OTHER ITEMS COST			8,000	8,000
PROJECT SUBTOTAL				25,002
CONTINGENCIES				1,254
BILL PREPARATION FEE				132
GROSS PROJECT COST				26,388

LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	26,388

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- FIFTH ST TO SEVENTH ST DETAILS OF ESTIMATE PLAN ITEM: 000106826 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
FLAGGING AND INSPECTION ESTIMATE FOR SANBAG WIDENING OF FREEWAY OVERPASS AT 5TH ST SAN BERNARDINO

"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,
"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"
RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $	
**********					
LABOR					
**********					
FLAGGING - BRIDGE - CAP	3600.00	MH	73,458		
FLAGGING - BRIDGE - CAP	3960.00	MH	83,475		
PAYROLL ASSOCIATED COSTS			126,597		
EQUIPMENT EXPENSES			39,295		
DA LABOR OVERHEADS			141,301		
INSURANCE EXPENSES			24,748		
TOTAL LABOR COST				488,874	488,874
**********					
MATERIAL					
**********					
TOTAL MATERIAL COST				0	0
**********					
OTHER					
**********					
CONTRACT INSPECTION/PROJECT COORDINATION	360.00	DAY	108,000		
TOTAL OTHER ITEMS COST			108,000	108,000	
PROJECT SUBTOTAL				596,874	
CONTINGENCIES				59,687	
BILL PREPARATION FEE				3,283	
GROSS PROJECT COST				659,844	
LESS COST PAID BY BNSF				0	
TOTAL BILLABLE COST				659,844	

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- FIFTH ST TO SEVENTH ST DETAILS OF ESTIMATE PLAN ITEM: 000106827 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
FLAGGING AND INSPECTION ESTIMATE FOR CALTRANS CONSTRUCTION OF RETAINING WALL TO SUPPORT
"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,
"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"
RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
FLAGGING - BRIDGE - CAP	990.00	MH	21,387	
PAYROLL ASSOCIATED COSTS			17,252	
EQUIPMENT EXPENSES			5,355	
DA LABOR OVERHEADS			19,256	
INSURANCE EXPENSES			3,372	
TOTAL LABOR COST			66,622	66,622
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
CONTRACT INSPECTION/PROJECT COORDINATION	90.00	DAY	27,000	
TOTAL OTHER ITEMS COST			27,000	27,000
PROJECT SUBTOTAL				93,622
CONTINGENCIES				9,362
BILL PREPARATION FEE				515
GROSS PROJECT COST				103,499
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST			103,499	

Form Approved by VP-Law

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____[Name of SANBAG Here]
_____[Address for SANBAG]
_____

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **[insert name of architecture or engineering firm here] (hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ **[insert description of the project here]**. This final written approval is given to _____ **[insert name of SANBAG here]** ("SANBAG") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and SANBAG, dated _____, 200___. If the Plans and Specifications are revised by SANBAG subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and SANBAG must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

_____[Public Projects Manager's Name]

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. SANBAG shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 10 feet measured horizontally from the centerline of the nearest track and 21 feet-6inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, SANBAG will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. The general policy of the Burlington Northern and Santa Fe (BNSF) with regard to bridge and related crash wall construction is to follow the current recommendations of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Current AREMA recommended practice in Manual for Railway Engineering Chapter 8 (Art. 2.1.5.1). Crash Walls will not be required for the construction of the Fifth Street Overpass Project, U.S. D.O.T. No. 26114M, as provided for in Article I of this Agreement.

For the permanent Structure, SANBAG will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, SANBAG should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's railroad corridor or property, SANBAG should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. SANBAG shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG will provide BNSF with a complete electronic set of the bridge plans. BNSF will also accept a marked up paper copy of the bridge plans labeled "As Built". The marked up paper copy of the plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of the bridge plans will be submitted in Micro Station *.dgn

electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

BRIDGE MAINTENANCE:

STATE will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's rail corridor and incorporated into the Project shall be designed and maintained by SANBAG. Trespasser control shall be the responsibility of SANBAG. STATE will arrange for removal of graffiti from the Structure.

BRIDGE INSPECTION:

STATE will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, STATE will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary STATE will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design

It is expressly understood by STATE that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings. Under no circumstances will utilities be allowed to hang from the Structure, unless approved by BNSF. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

CONTRACT 08-0071C1

11/22/05

SAN BERNARDINO ASSOCIATED GOVERNMENTS

I-215 5th Street Sep/OH

100% SUBMITTAL

ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY (ROUNDED)	ITEM UNIT PRICE	ITEM TOTAL (ADJUSTED FOR TIME-RELATED OVERHEAD)
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	$15,000	$ 13,500
2	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM	$1,760,000	$ 1,760,000
3	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	63	$50.00	$ 2,835
		STORM WATER POLLUTION PREVENTION				**$ 300,000**
		TRAFFIC CONTROL SYSTEM				**$ 690,000**
		REMOVE EXISTING FACILITIES				**$ 600,000**
		BRIDGE REMOVAL				**$ 550,000**
40	160101	CLEARING AND GRUBBING	LS	LUMP SUM	$ 80,000.00	$ 72,000
41 (F)	170101	DEVELOP WATER SUPPLY	LS	LUMP SUM	$ 10,000.00	$ 9,000
		ROADWAY EXCAVATION				**$ 155,000**
		STRUCTURE EXCAVATION AND BACKFILL				**$ 645,000**
50	198050	EMBANKMENT	M3	55000	$ 20.00	$ 990,000
		LANDSCAPING AND IRRIGATION				**$ 94,518**
		ASPHALT CONCRETE PAVEMENT				**$ 600,000**
		STEEL PILES				**$ 908,775**
70	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	$ 300,000.00	$ 270,000
71	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	680	$ 800.00	$ 489,600
72	510053	STRUCTURAL CONCRETE, BRIDGE	M3	4840	$ 1,050.00	$ 4,573,800
73	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	70	$ 775.00	$ 48,825
74	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	225	$ 650.00	$ 131,625
75 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	380	$ 2,500.00	$ 855,000
76	511064	FRACTURED RIB TEXTURE	M2	420	$ 150.00	$ 56,700
77	519127	JOINT SEAL ASSEMBLY (MR 90 MM)	M	76	$ 620.00	$ 42,408

EXHIBIT G

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY (ROUNDED)	ITEM UNIT PRICE	ITEM TOTAL (ADJUSTED FOR TIME-RELATED OVERHEAD)
		REINFORCING STEEL				**$ 2,307,900**
		SIGNS (ROADSIDE AND OVERHEAD)				**$ 388,500**
		DRAINAGE WORK				**$ 250,803**
104 (F)	731510	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	260	$ 330.00	$ 77,220
		MISCELLANEOUS METAL				**$ 17,262**
107	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	2800	$ 12.50	$ 31,500
108	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	40	$ 26.50	$ 954
		CONCRETE BARRIER				**$ 121,365**
		PAVEMENT DELINEATION				**$ 12,587**
		SIGNAL AND LIGHTING				**$ 495,000**
127	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	$ 20,000.00	$ 18,000
					ROADWAY AND BRIDGE ITEMS	**$17,579,677**
128	999990	MOBILIZATION	LS	LUMP SUM	$1,757,967.74	$ 1,757,968
					ROADWAY AND BRIDGE SUBTOTAL	**$ 19,337,645**

CONTINGENCY 10% **$1,933,765**

TOTAL PROJECT COST **$21,271,410**

SUPPLEMENTAL WORK

130		VALUE ANALYSIS	LS	LUMP SUM	$10,000	$ 10,000
131		TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE	LS	LUMP SUM		$ -
132		MAINTAIN EXISTING ELECTRICAL	LS	LUMP SUM	$30,000	$ 30,000
133	066070	MAINTAIN TRAFFIC	LS	LUMP SUM	$15,000	$ 15,000
134	066072	MAINTAIN DETOUR	LS	LUMP SUM	$20,000	$ 20,000
135	066074	TRAFFIC CONTROL	LS	LUMP SUM	$50,000	$ 50,000
136	066210	MINOR LANDSCAPE MODIFICATION	LS	LUMP SUM	$3,000	$ 3,000
137	066596	ADDITIONAL WATER POLLUTION CONTROL	LS	LUMP SUM	$5,000	$ 5,000

EXHIBIT G

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY (ROUNDED)	ITEM UNIT PRICE	ITEM TOTAL (ADJUSTED FOR TIME-RELATED OVERHEAD)
138	066595	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	LUMP SUM	$10,000	$ 10,000
139	066597	STORM WATER SAMPLING AND ANALYSIS	LS	LUMP SUM	$5,000	$ 5,000
140	066610	PARTNERING	LS	LUMP SUM	$25,000	$ 25,000
141	066920	DISPUTES REVIEW BOARD	LS	LUMP SUM	$30,000	$ 30,000
142		UTILITY EXCAVATION BELOW BEDDING	LS	LUMP SUM	$20,000	$ 20,000
					SUPPLEMENTAL WORK TOTAL	**$ 223,000**

STATE FURNISHED ITEMS

143	66061	COZEEP	LS	LUMP SUM	$ 165,000	$ 165,000
144	066063A	PUBLIC AWARENESS CAMPAIGN	LS	LUMP SUM	$ 25,000	$ 25,000
145		TRAFFIC MANAGEMENT PLAN	LS	LUMP SUM	$ 200,000.00	$ 200,000
146	066063B	TMP CONTINGENCY PLAN	LS	LUMP SUM	$ 20,000	$ 20,000
147	066105	RESIDENT ENGINEERS OFFICE	LS	LUMP SUM	$ 288,000	$ 288,000
148		BATTERY BACKUP SYSTEM FOR TRAFFIC SIGNAL	EA	1	$ 3,000	$ 3,000
149		170 CONTROLLER ASSEMBLY	EA	1	$ 8,000	$ 8,000
150		LED SIGNAL LAMP	EA	28	$ 1,280	$ 35,840
151		LED PEDESTRIAN SIGNAL TYPE A	EA	12	$ 400	$ 4,800
152		OVERHEAD SIGN PANELS	LS	LUMP SUM	$ 7,500	$ 7,500
153		REFLECTIVE SHEETING STREET NAME SIGN	EA	6	$ 240	$ 1,440
154		ELECTRICAL SERVICE CONNECTION FEES	LS	LUMP SUM	$ 25,000	$ 25,000
					STATE-FURNISHED ITEMS TOTAL	**$ 783,580**

RAILROAD-RELATED ITEMS SEE EXHIBIT D FOR DETAILS

155	FLAGGING -REMOVAL AN CONSTRUCTION OF 5TH. ST OVERHEAD .				$ 659,844
156	FLAGGING - RAMP CONSTRUCTION				$ 103,499
157	TRACK WORK				$ 26,388
				RAILROAD-RELATED ITEMS TOTAL	**$ 789,731**

EXHIBIT G

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY (ROUNDED)	ITEM UNIT PRICE	ITEM TOTAL (ADJUSTED FOR TIME-RELATED OVERHEAD)

TOTAL $ 23,067,721

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TRANSPORTATION MEASURE I

■ 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: **15**

Date: June 15, 2006

Subject: Professional Services Agreement No. 05-016 for legal services with the law firm of Best, Best, and Krieger

Recommendation:* 1. Authorize Executive Director to approve an $75,000 increase to the not to exceed amount of Agreement No. 05-016 with Best, Best, and Krieger (BB&K) for a total not to exceed amount of $150,000; and

2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task Number 82407000 as detailed in the Financial Impact Section. TN 82407000

Background: As part of the State Route 210 Freeway Project, SANBAG entered into cooperative agreements with various public agencies for the purposes of purchasing right of way for the freeway project and adjacent necessary public facilities. The Board approved Contract 05-016 with BB&K in August 2004 to provide outside legal counsel to advise the SANBAG Board and represent SANBAG on legal matters that arise related to these agreements.

Financial Impact: This item is not consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract increases to a not to exceed amount $150,000.

A budget amendment is requested to increase revenues and expenditures in the amount of $75,000 in TN 82407000. Funding Source is SANBAG Measure I Valley Major Projects Fund Balance. TN 82407000

Reviewed By: This item will be considered by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Major Projects Committee

Date: *June 15, 2006*

Moved: *Second:*
In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606e-DMK.DOC

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TRANSPORTATION MEASURE I

- 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: 16

Date: June 15, 2006

Subject: Measure I 2010-2040 Strategic Plan Project Cost Estimates and Revenue Generation Support Material

Recommendation:* Information only.

Background: **This item is provided to the Major Projects Committee for informational purposes only.** On May 31st the Board held the first of several Measure I 2010-2040 Strategic Plan Development workshops. The purpose of the workshop was to pursue consensus that two fundamental factors had changed since the preparation of the Measure I Expenditure Plan in the 2003/early 2004 timeframe. Those two factors are one, project cost estimates have increased substantially in the last 3 years, and two, revenue estimates over the life of the measure have also increased, albeit not to the extent of project cost increases. While the Plans and Programs Committee did have an opportunity to review the supporting documentation for both project cost estimates and revenue generation, the rest of the Board was not supplied that level of detail. At the workshop, Board members requested that through SANBAG policy committees the supporting material be distributed to allow for a more thorough review by Board members and local agency staff. Attachment "A" is the supporting material including methodology for project cost estimates. Attachment "B" is the supporting material for revenue generation provided by Dr. John Husing.

Financial Impact: As an information item there is no financial impact on the FY 2006-07 Budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Major Projects Committee

Date: June 15, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachment A
Major Projects Committee Meeting

2010-2040 Measure I Strategic Plan

June 8, 2006

2010-2040 Measure I Strategic Plan

Cost Estimate Update Basis and Assumptions

June 8, 2006

Since the passage of the 2010-2040 Measure I Extension in November, 2004, the highway industry has experienced staggering cost increases. With few exceptions, every material used by the highway construction industry has experienced dramatic price increases and, in many cases, reduced availability. To compound the material price and availability issues, fuel price increases have (and continue to) also negatively affected the cost of nearly every construction item. Cost estimates contained in the 2010-2040 Measure I Expenditure Plan were developed in 2001 and 2002 using cost data that was a year or two years old at the time. To evaluate the effects of the substantial changes, the costs estimates in the San Bernardino Associated Governments 2010-2040 Measure I Expenditure Plan have been updated. The intent of this update is to identify changes to the Measure I Expenditure Plan cost estimates, determine the impacts of recent construction price increases, and establish a new cost baseline for the Measure I Expenditure Plan. As mentioned, the price increases have been dramatic and in turn have caused a substantial increase to the Measure I Expenditure Plan. For example, the total cost of the San Bernardino Valley Freeway program has doubled from that of the original estimates prepared for the Measure I Expenditure Plan.

The updated cost estimates contained within this attachment are generally based on conservative assumptions. Conservative, within this context, simply means that the scope of improvements assumed herein are to *full Caltrans standard* and include all of the needed improvements necessary to meet those standards. Many times design exceptions (i.e., exceptions from the standard design criteria) are granted which may help reduce project scope and costs. Other times, however, it is assumed that a design exception will be obtained only to later find out that the exception will not be granted. Typically this results in increased costs since the improvement or effect of the improvement was not anticipated. Whether an exception is actually granted is important, and for the purposes of these estimates, we have assumed that improvements will be to full standard with few exceptions. It must be noted that this assumption is only for our cost estimate basis and it should not be taken to mean that staff will not make every effort develop a reasonable scope of work for every project and vigorously pursue design exceptions as necessary.

The updated cost estimates are based on an assumed project scope of work *and* on a set of cost factors that were established for this purpose. The assumed scope of work for each project is provided in various levels of detail throughout this document. As for the cost factors, historical data was analyzed and incorporated into various cost factors that account for the major expenses on highway projects. The updated cost estimates are supported by specific factors and assumptions that are outlined within each individual estimate. Highway projects are large undertakings that will be (or have been) under development for a considerable length of time. It has been SANBAG's experience that as time passes additional items of work will be added to these projects which will increase their size, complexity, and costs. We have attempted to account for these items using that past experience and other available information. For instance, where complicated freeway-to-freeway connections occur we have included a lump sum cost factor to account for the numerous adjustments that will be required. Other factors have also been developed which are described elsewhere in this document.

A brief description of the basic assumptions that apply to nearly every project is listed below. There are some exceptions to these assumptions and those are noted within the specific project descriptions. These basic assumptions are important because they provide the foundation from which we have developed the estimates. The basic assumptions include four items:

First, full shoulder widths have been assumed for both the median and outside shoulders. In some cases the existing freeway median is not wide enough to accommodate a new lane *and* full median shoulder. In these cases we have assumed outside widening will be included and estimated the project costs accordingly. Caltrans' standard for concrete shoulders was enacted several years ago and we have not experienced (nor do we anticipate) any relief from the standard given the ultimate nature of these projects.

Second, auxiliary lanes are becoming increasingly accepted as an effective and efficient operational improvement. Given the conceptual level of these estimates, it is difficult to estimate the number or length of auxiliary lanes that will be required. Nevertheless, we have attempted to include a length and cost for auxiliary lanes as appropriate to each project.

Third, over the past several years concrete has become the primary material for paving freeway travel lanes and shoulders. Concrete reduces the maintenance requirements and worker exposure

on freeways, but it also is more expensive than asphaltic concrete (at least initially). We have assumed that all of the freeway projects will be paved with concrete unless otherwise noted.

Lastly, we have separated the costs associated with 'interchange' projects and 'mainline freeway' projects so that costs are not counted twice. In many instances existing bridges span an existing freeway and must be replaced to accommodate the mainline widening. When a known interchange project does exist, those bridge replacement costs are included in the interchange project estimate and not the mainline estimate.

In addition to the basic assumptions, the general scope of improvement as assumed for each project is listed below. This list provides an overview as to the number of lanes assumed for each project, how the widening has been estimated – e.g., inside widening vs. outside, etc, and other important assumptions. Specific project details are located within each individual estimate and the associated backup materials.

San Bernardino Valley Freeway Project Estimates:

I-10 Widening Project:

The scope of this project estimate includes one HOV lane and shoulder in each direction and an auxiliary lane for a portion of the project. The existing I-10 median is not wide enough to accommodate a full HOV lane, buffer, and shoulder in all areas, so some outside widening will be necessary. This, together with the addition of some auxiliary lanes, means that the outside shoulder will also have to be rebuilt in areas of the project.

I-15 Widening (Riverside County line to I-215)

The scope of this project estimate includes the construction of one HOV lane and shoulder in each direction. On the stretch of I-15 between I-215 and SR-210, the median is generally wide enough to accommodate the new HOV lane and shoulder. South of SR-210, the I-15 median is too narrow to accommodate all of the widening, so some outside widening will be necessary. In addition, an auxiliary lane is anticipated through a portion of this reach.

I-215 Bi-County (Riverside County line to Orange Show Road)

The scope of this project estimate includes the reconstruction of existing I-215 plus the addition of one HOV and one mixed flow lane in each direction. The reconstruction of I-215 (i.e, the rebuilding of the

entire freeway) is necessary due to the high number of non-standard features that exist on the current freeway. All of the project's interchanges will be reconfigured to meet current standards. Also, although the existing pavement within this reach is asphaltic concrete, we believe it is prudent to plan for concrete pavement given Caltrans' direction in recent years.

Right of way costs are difficult to estimate, but the right of way requirements will be extensive due to the reconfiguration of all of the interchanges. Commercial and light industrial properties are located along the freeway and near many interchanges which will increase the costs of the right of way acquisition. Also, frontage roads that currently parallel the freeway will be relocated which add further to the right of way and overall project complexity issues.

I-215 Widening (SR-210 to I-15)

The scope of this project includes the construction of one lane (HOV or mixed flow) and shoulder in each direction. The existing median does not appear to be wide enough to accommodate the full widening and some outside widening will be necessary along a portion of the project. Near the northern end of the project a moderate amount of right of way will be required to accommodate the relocation of an adjacent frontage road. Also, there are several drainage features have been included in the estimate.

Asphaltic concrete (AC) pavement has been assumed for this project since the existing pavement is AC. Also, portions of the widening will be close to the existing right of way and we have assumed that these portions will fit within the existing right of way. This is not unrealistically optimistic but, it is, nevertheless, worth noting.

SR-210 Widening (I-215 to I-10) – Alternative 1

The scope of this project includes the construction of one lane and median shoulder in each direction in those areas where only two travel lanes currently exist. The entire reach of SR-210 from I-215 to I-10 is approximately ten miles. Of the ten miles, approximately one-half currently has two lanes in each direction and is included in the estimate. Upon completion of the assumed project scope, three continuous mixed flow lanes will stretch from I-215 and I-10. No HOV lanes will exist within the project limits. The project does include a full concrete center barrier over the entire ten mile stretch and soundwalls within the residential portions of the ten mile limit.

SR-210 Widening (I-215 to I-10) – Alternative 2

The scope of this project includes the construction of one HOV lane and median shoulder in each direction from approximately 27th Street (west of I-215) where the existing HOV lane ends to I-10, approximately 11 ½ miles. In addition, one mixed flow lane in each direction will be added where only two travel lanes currently exist, approximately five miles (see Alternative 1). It is anticipated that some outside widening will be necessary within the portion of the project limits where both HOV and mixed flow lanes will be added. Upon completion of the assumed project scope, one HOV and three continuous mixed flow lanes will stretch from I-215 and I-10. The project includes a full concrete center barrier from I-215 to I-10 (approximately 10 miles) and soundwalls within residential portions of the project limits.

Cajon Pass Estimates:

I-15 & I-215 Interchange (Devore Interchange)

The scope of this project estimate includes the reconstruction of the I-15/I-215 interchange as generally depicted in the I-15 Comprehensive Study dated December 20, 2005. The roadway concept assumed for this estimate is to carry two new HOV lanes through the interchange (one in each direction). Doing so will require the reconstruction of most of the connectors and a portion of the I-15 and I-215 mainlines. Our estimate basis reflects four through lanes on I-15 both northbound and southbound, the realignment of southbound I-15/I-215 connector to the west of the interchange, realignment of northbound I-215/I-15, and establishment of truck bypass lanes.

I-15 Cajon Pass Widening

The scope of this estimate includes the construction of one HOV lane and shoulder from the Devore Interchange to US 395. Terrain along the project is steep and fairly rugged and could require a large amount of earthwork. Earthwork was simply estimated as a lump sum volume (five million cubic yards). A new truck climbing lane was not assumed as part of this estimate.

Detailed Estimate Explanation

The cost estimates are generally based upon per mile cost factors for various items of work. Per-mile factors are then multiplied by the overall project length and in some cases also by a percentage factor meant to account for the estimated length of that item. The overall project length is simply the distance of the project in one direction. If a project consists of constructing two HOV lanes, then the project length is multiplied by the number of lanes (two, for this example). In some cases we have assumed a partial lane (e.g., 0.5) which accounts for roadway widening on a portion of the overall length. Auxiliary lanes are a good example of an item that would not necessarily extend for an entire project length. Once the lane miles are known then a unit cost factor for earthwork and paving is multiplied by the lane miles to determine a cost.

Other items such as retaining walls or soundwalls have been estimated using a percentage of the project distance. A factor of 0.3 for retaining walls would mean that we estimated a retaining wall along 30 percent of one side of the project, or a wall along each side of 15 percent of both sides of the project. Lengths and factors are typically based upon the project distance listed in the upper right corner of the detailed estimate. Those lengths are then multiplied by a unit rate for retaining wall construction.

One of the most difficult items to estimate is right of way costs. The extent and cost of right of way is many times underestimated. Our right of way estimates are based on the number of acres per mile that will be required for the project. For example, a ten mile widening project might require a relatively small amount of right of way. If so, a factor of 0.25 might be used which would represent 0.25 acres/mile of right of way, or 2.5 acres (roughly 100,000 sf) for the entire project. The difficult determination is estimating the unit cost of land. We have assumed three categories of land: 1) residential; 2) commercial; and 3) undeveloped land. Commercial has been assumed to be most expensive and undeveloped land the least expensive.

The factors used in developing these cost estimates are derived from historical SANBAG cost data as well as other industry cost data. Our most recent data includes that of the I-10 Median Lane Addition project which bid in September, 2005 and represents work very similar to most of the projects contained in the Expenditure Plan - i.e., widening projects on operating freeways. Other historical SANBAG project data have been included, the I-10 project is simply one example. We have also researched other sources and incorporated those data as applicable. We believe that our factors and estimates provide a good representation of the expected costs and that the estimates capture a realistic view of the expected costs.

Sample Detailed Est.

SR-30/210 Widening (Alternative 2)
from I-215 to I-10

Total Miles	11.5
Outside Lane constructed over existing shoulder	0.86
Outside Lane	0
Outside Shoulder	0.7
HOV/Inside Lanes	2
Inside Shoulder	2

Construct one inside lane and shoulder each direction where needed - about 5 miles.
Construct one HOV lane in each direction from 27th Street to I-10 - about 11-1/2 miles

Item	Cost Category	Factor	Unit	Cost		
1	***Project Support***					
	Percentage of constr. cost	33%				
	PA/ED					
	Engineering					
	Program Management & Oversight					
	Construction Management					
	TOTAL Project Support Cost			**$86,985,000**		
2	***Right of Way***					
	Right of Way (acre/mile)	0.15		$3,456,486	20%	$230
	Residential (SF)			$3,381,345	10%	$450
	Commercial (SF)			$473,388	70%	$9
	Undeveloped land (SF)			**$7,312,000**		
	TOTAL Right of Way Cost					
3	***Utility Relocations***					
	Utilities (cost per mile)					
	Low Density	98%	$1,350,000	$15,214,500	factor reduced from 1350	
	High Density	2%	$2,700,000	$621,000		
	TOTAL Utilities Cost			**$15,836,000**		
4	***Roadway Construction***					
4a	*Paving and Earthwork - **Outside** Widening*					
	Earthwork - 1st lane	9.89	$50,000	$494,500		
	Earthwork - Other lanes	0	$465,000	$0		
	Earthwork - Shoulder	8.05	$1,495,000	$12,034,750		
	Pavement - Lanes	9.89	$573,000	$5,666,970		
	Pavement - Shoulder	8.05	$477,000	$3,839,850		
	Subtotal - Outside Paving and Earthwork			$22,036,070		
4b	*Paving and Earthwork - **Inside** Widening*					
	Earthwork	46	$58,000	$2,668,000		
	Pavement - Lanes	23	$573,000	$13,179,000		
	Pavement - Shoulder	23	$477,000	$10,971,000		
	Subtotal - Inside Paving			$26,818,000		
4c	*Barrier*					
	Center barrier per mile	10	$500,000	$5,000,000		
	Other barrier per mile	10	$160,000	$1,600,000		
	Subtotal - Barrier			$6,600,000		
	Adjust mileage to account for entire 10 mile reach					
4d	*Miscellaneous Paving*					
	Cost of frontage roads, local streets, misc. widening, ramps, etc.					
	Non-Freeway Road/Street	0.00	$535,000	$0		
	Ramp Mod. (ea. ramp)	36	$100,000	$3,600,000	reduced from 175	
	Subtotal Misc. Paving			$3,600,000		
	Subtotal Earthwork, Paving, and Barrier			$59,054,070		
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*					
	Removals	5%		$2,952,704		
	Front End Work	15%		$8,858,111		
	Drainage	8%		$4,724,326	reduced from 15%	
	Electrical	5%		$2,952,704		
	Miscellaneous	10%		$5,905,407		
	Subtotal Other Roadway Items			$25,393,250		
	TOTAL Roadway Construction Cost			**$84,448,000**		

Sample- con't.

5	***Wall Construction - Soundwalls and Retaining***				
	Retaining wall per mile	15%	$1,900,000	$3,277,500	reduced from 3000
	Soundwall per mile	75%	$1,300,000	$11,212,500	
	TOTAL Wall Construction Cost			**$14,490,000**	
6	***Structures Construction***				
	Includes replacements, widenings and allowance for associated street/ramp modifications				
	O/C - Replacement (sf)	0	$250	$0	
	U/C Widening (sf)	372,125	$232	$86,333,000	
	R/R O/C Replacement (ea.)	0	$8,000,000	$0	
7	**TOTAL Structures Cost**			**$86,333,000**	
	SUBTOTAL CONSTRUCTION COST			**$185,271,000**	
8	***Mobilization***	10%		$18,528,000	
	Percentage of SUBTOTAL Construction Cost				
9	***Construction Contingency***	15%		$27,791,000	
	Percentage of SUBTOTAL Construction Cost				
10	***Additional Potential Features and Items***				
	Significant Water Crossings	2	$1,000,000	$2,000,000	
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000	
	Major Drainage Systems (ea.)	0	$2,000,000	$0	
	Landscape (per mile)	0	$500,000	$0	
	Subtotal Additional Features			$32,000,000	
11	**TOTAL CONSTRUCTION COST**			**$263,590,000**	
12	**TOTAL PROJECT COST**			**$373,723,000**	
	Sum of Project Support, Right of Way, Utilities, and Construction Costs				

Freeway Cost Estimate Unit Rates

Note: Rates subject to adjustment within indivdual estimates to account for specific project conditions

Definitions:

HOV Lane - 12' inside lane addition (4' buffer is separate)
Inside Lane Addition - 12' inside lane addition
Inside Shoulder - 10' inside shoulder (no buffer is included)
Aux Lane - 12' outside lane (outside shoulder needed and is separate item)
1st Outside Lane Addition - 12' outside lane addition (outside shoulder is likely required but is separate item)
*Outside Lane Addition Beyond 1st - 12' lane that is beyond the existing shoulder limit and therefore requires full grading (*see note below)*
Outside Shoulder - 10' shoulder (assumes full slope grading and prism since it is assumed to be beyond ex. shoulder).
Misc. Paving - Non-Freeway road or street construction (e.g., frontage rd, reconstruction of local roads, etc)
Misc. Paving - Ramp Modification - Accounts for work necessary to modify ramps near gore points to accommodate outside mainline widening

**Note: In most cases an outside shoulder exists which reduces the amount of rough grading needed for new construction.*

Earthwork				Units	Rate
Inside Travel Lane				Mile	$58,000
Inside Shoulder				Mile	$49,000
Outside Lane (or Shoulder) - widening adjacent to existing lane or shoulder (1)				Mile	$50,000
Outside Shoulder (or lane) - beyond existing shoulder				Mile	$435,000
Out Slope Grading Prism (2)				Mile	$545,000

(1) Note: Calculation of grading quantity for lane or shoulder construction directly adjacent to existing edge of travel way is based on assumption t a shoulder currently exists and the cooresponding grading for that portion is minimal. Assumes $18/cy for earthwork.
(2) Assumes 4:1 slope, average height of 8 feet (4 feet W/O 215 and 12 feet E/O 215), and $18/cy for earthwork

Mainline Paving				Units	Rate
PCC Pavement					
Travel Lane - 12' PCC				Mile	$573,000
Shoulder - 10' PCC				Mile	$477,000

Note: Paving cost based upon assumed structural section of 11" PCC, 1" AC bond breaker, and 6" LCB and long life pavement joints
Assumed Cost: PCC cost: $200/CY; LCB: $105/CY; AC: $77/CY

Asphaltic Concrete Pavement				Units	Rate
Travel Lane - 12' AC				Mile	$357,000
Shoulder - 10' AC				Mile	$297,000

Miscellaneous Paving				Units	Rate
Ramp Modification				per ramp loc.	$100,000

Barriers				Units	Rate
Center Barrier				Mile	$500,000
Other Barrier				Mile	$160,000

Note: Other Barrier category accounts for items such as MBGR, outside shoulder barrier, and other misc. locations

Other Construction Items:

Removals		5%
	Includes items such as demolition, relocations, clear & grub	
Front End and General Project Items		15%
	Includes items such as develop water supply, SWPPP, schedule, constr signs, etc.	
Drainage	(may vary between 5-15%)	15%
	Includes items such as onsite and offsite systems, inlets, modifications to ex. drainage systems	
Electrical		5%
	Includes items such as signals, lighting, temp. signals, controllers	
Miscellaneous		10%
	Includes items such as, perm. striping, signs (OH and posts), erosion control, fencing	

Other Construction Factors' items are applied to the costs of Roadway Paving, Earthwork, and Barrier costs.

Retaining Walls

Wall Height				Units	Rate
4 feet				Mile	$1,380,000
6 feet				Mile	$1,800,000
10 feet				Mile	$3,000,000
14 feet				Mile	$4,400,000
18 feet				Mile	$6,200,000
22 feet				Mile	$8,700,000

Note: Wall height of 10' is typ. assumed.

Sound Walls				Units	Rate
12 feet high				Mile	$1,300,000

Note: Cost is based on masonary wall founded on trench footing.

Structures		Units	Rate
Overcrossing (O/C) Replacement		Sq Ft	$167
Miscellaneous Associated Roadway Items		Sq Ft	$83
Total OC Replacement			$250

		Units	Rate
Undercrossing (U/C) Widening		Sq Ft	$232
Miscellaneous Associated Roadway Items		Sq Ft	$0
Total Widening			$348

		Units	Rate
Overcrossing (O/C) Widening		Sq Ft	$232
Miscellaneous Associated Roadway Items		Sq Ft	$116
Total UC Replacement			$348

Note: "Misc. Associated Roadway Items" includes roadway reconstruction that is necessary to match new structure and includes items such as local street paving, grading, signal reconstruction, ramp termini reconstruction, etc. (Est. to be 50% of bridge)

2010-2040 Measure I
Strategic Plan

San Bernardino Valley
Cost Estimates

June 8, 2006

2010-2040 Measure I Strategic Plan

San Bernardino Valley

Project Description	Updated Cost (Present)	Expenditure Plan	Delta (Expenditure Plan)
Freeway:			
I-10 Widening Project from I-15 to Riverside County Line	$1,227,642,000	$610,000,000	-$617,642,000
I-15 Widening Project from Riverside County Line to I-215	$479,798,000	$180,000,000	-$299,798,000
I-215 Widening Project from Riverside County Line to I-10	$683,740,000	$300,000,000	-$383,740,000
I-215 Widening Project from SR-210 to I-15	$169,994,000	$120,000,000	-$49,994,000
SR-210 Widening Project (Alt. 1) from I-215 to I-10	$138,033,000	$140,000,000	$1,967,000
SR-210 Widening Project (Alt. 2) from I-215 to I-10	$373,723,000	--	--
Carpool Connectors Various Locations (Study Only)	$90,000,000	$90,000,000	$0
Total Freeway Projects*	$2,789,207,000	$1,440,000,000	-$1,349,207,000
SR-210 Widening Project (Alt 2) not included in Freeway Project "Total"			
Interchanges:			
Total Interchange Projects (Includes 38 Projects)	$942,000,000	$862,000,000	-$80,000,000
Major Street:			
Total Major Street Projects	$1,567,000,000	$1,340,000,000	-$227,000,000
Total San Bernardino Valley Projects	$5,298,207,000	$3,642,000,000	-$1,656,207,000

I-10 HOV Widening Project from I-15 to Riverside County Line

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$248,780,000**
Right of Way		**$147,561,000**
Utility Relocations		**$77,423,000**
Construction Items		
Roadway Construction	$392,416,000	
Wall Construction	$39,990,000	
Structures Construction	$116,294,500	
Mobilization	$54,871,000	
Construction Contingency	$82,306,000	
Additional Construction Items	$68,000,000	
Total Construction Cost		**$753,878,000**
Total Project Cost		**$1,227,642,000**

I-10 Widening
from I-15 to Riverside County Line

Total Miles	31
Outside Lane (constructed over existing shoulder)	2
Outside Lane	0.5
Outside Shoulder	2
HOV/Inside Lanes	2
Inside Shoulder	2

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$248,780,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.5		
	Residential (SF)			$23,293,710
	Commercial (SF)			$121,532,400
	Undeveloped land (SF)			$2,734,479
	TOTAL Right of Way Cost			**$147,561,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	15%	$1,350,000	$6,277,500
	High Density	85%	$2,700,000	$71,145,000
	TOTAL Utilities Cost			**$77,423,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	62	$50,000	$3,100,000
	Earthwork - Other lanes	15.5	$465,000	$7,207,500
	Earthwork - Shoulder	62	$980,000	$60,760,000
	Pavement - Lanes	77.5	$573,000	$44,407,500
	Pavement - Shoulder	62	$477,000	$29,574,000
	Subtotal - Outside Paving and Earthwork			$145,049,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	124	$58,000	$7,192,000
	Pavement - Lanes	62	$573,000	$35,526,000
	Pavement - Shoulder	62	$477,000	$29,574,000
	Subtotal - Inside Paving			$72,292,000
4c	*Barrier*			
	Center barrier per mile	31	$500,000	$15,500,000
	Other barrier per mile	31	$160,000	$4,960,000
	Subtotal - Barrier			$20,460,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.35	$535,000	$11,609,500
	Ramp Mod. (ea. ramp)	122	$100,000	$12,200,000
	Subtotal Misc. Paving			$23,809,500
	Subtotal Earthwork, Paving, and Barrier			$261,610,500
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$13,080,525
	Front End Work	15%		$39,241,575
	Drainage	15%		$39,241,575
	Electrical	5%		$13,080,525
	Miscellaneous	10%		$26,161,050
	Subtotal Other Roadway Items			$130,805,250
	TOTAL Roadway Construction Cost			**$392,416,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	30%	$3,000,000	$27,900,000
	Soundwall per mile	30%	$1,300,000	$12,090,000
	TOTAL Wall Construction Cost			**$39,990,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	118,050	$250	$29,512,500
	U/C Widening (sf)	244,750	$232	$56,782,000
	R/R O/C Replacement (ea.)	1	$30,000,000	$30,000,000
7	**TOTAL Structures Cost**			**$116,294,500**
	SUBTOTAL CONSTRUCTION COST			**$548,701,000**
8	***Mobilization***	10%		$54,871,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$82,306,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	3	$500,000	$1,500,000
	Major Freeway/Freeway I/C	3	$15,000,000	$45,000,000
	Major Drainage Systems (ea.)	3	$2,000,000	$6,000,000
	Landscape (per mile)	31	$500,000	$15,500,000
	Subtotal Additional Features			$68,000,000
11	**TOTAL CONSTRUCTION COST**			**$753,878,000**
12	**TOTAL PROJECT COST**			**$1,227,642,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-10 Widening
PROJECT LIMITS:	I-15 to Riverside County Line (Haven to Riv Co Line)
PROJECT LENGTH (MI):	31
PROJECT SCOPE:	Add 1 HOV in each direction

ROADWAY FACTORS:

OUTSIDE LANE	0	
INSIDE LANE	2	Per the project scope of adding 1 HOV lane in each direction from Haven Avenue to the San Bernardino-Riverside County
AUXILIARY	2	Assume 1 auxiliary lane on each side for entire length of corridor.
OUTSIDE SHOULDER	1	Assume half outside shoulder width of widening required along entire length of project (both sides)
RETAINING WALL	0.6	Retaining Wall estimate based on retaining wall locations shown in the PSR Reports.
SOUND WALL	0.5	Sound wall factor estimated from assuming 15-ft high wall and dividing it by the area assumed in the PSR Report (1) and assuming similar consistency with the 6 miles of freeway covered by PSR report (2).
RAMPS TOTAL	122	Ramp total includes all interchange ramps, all freeway to freeway connector ramps and the ramps associated with the two rest stops. Ramp total also includes the ramps located at County Line Rd interchange that are within San Bernardino County.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	25	Assumes there is approximately 30 feet available in the median and will require about 25 feet of outside widening.
BRIDGE WIDEN FACTOR (MULTI)	50	Assumes 40 feet widening to close gap between structures and about 10 feet of outside widening.
BRIDGE REPLACE LENGTH	250	Assumes 1 HOV, 3 mixed flow, 1 auxiliary, 1 HOV buffer, 2 standard shoulders and a 1.5:1 open abutment.
BRIDGE REPLACE WIDTH	VAR	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.5	Estimated using PSR reports.
RESIDENTIAL	5%	Estimated approximately 1.5 miles of potential residential land affected based on 2004 General Plan and aerial photos on SANBAG GIS site.
COMMERCIAL	81%	Estimated approximately 25 miles of potential commercial land affected based on 2004 General Plan and aerial photos on SANBAG GIS site. Commercial category includes commercial, retail, industrial (all non-residential)
UNDEVELOPED LAND	15%	Estimated approximately 4.5 miles of potential bare land affected based on 2004 General Plan and aerial photos on SANBAG GIS site.
HIGH DENSITY UTILITIES	100%	Full project length assumed to be high density due to complexity (Fiber Optic line in Redlands area, and Transmission Tower in median near Etiwanda.) and high density of development west of I-215.
LOW DENSITY UTILITIES	0%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	3	I-10/I-15, I-10/I-215, I-10/SR 30
MAJOR DRAINAGE FACILITIES	3	
MAJOR WATER CROSSINGS	3	Etiwanda wash, Warm Creek, and Santa Ana River
RAILROAD OVERCROSSINGS	1	Slover Mountain Overpass
RAILROAD UNDERCROSSINGS	3	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side)..

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Railroad directly adjacent to south side of freeway from Haven to Mt. Vernon

Frontage road from Ford to Wabash on north side, Hampton Road to Live Oak both north and south side, and from Live Oak to the County Line on the north side. (substantial right of way requirements likely)

Overcrossings that are included in the Valley Interchange Project list from Expenditure Plan/Nexus Study are not included in the I-10 HOV Project estimate.

(From West to East) Median width from Haven to about 1200 ft before Day Cyn Channel is about 30 ft wide. From that point to the Kaiser Spur OH the median width varies between 65 and 80 ft. From Kaiser OH to about I-215 the median width is about 36 ft, however at each overcrossing interchange (exceptions are Cedar, Pepper, Rancho), the median narrows to about 15 ft this width continues from gore point to gore point. After I-215 to about Orange, the median is about 36 ft. From Orange to close to Yucaipa the median varies between 50-60 ft. After Yucaipa to the end of the project limits, the median is about 30 ft.

Topography gets hilly east of University in Redlands.

REFERENCE DOCUMENTS:

(1) DRAFT Project Study Report/Project Development Support 08-SBd-10-KP 13.20/53.8, 08-804-OC250K, In San Bernardino County on Interstate I-10 from Haven Avenue Overcrossing to Ford Street Undercrossing.

(2) DRAFT Project Study Report/Project Development Support 08-SBd-10-KP 53.8/63.1, 08-Riv-10-KP R0.0/10.8, 08-185-OA330K, In San Bernardino County on Interstate I-10 from Ford Street Undercrossing to San Bernardino/Riverside County Line to SR 60 in Riverside County.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (West to East)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL WIDEN AREA (SQ FT)	NOTES
1	Day Canyon Channel	85	1	2,125	The NB I-15 from EB I-10 ramp merges at this location.
2	Etiwanda Wash (R/L)	50	2	2,500	The (L) bridge (looking East) includes a portion of the Etiwanda WB on-ramp. The wash is at a slight skew for all bridges. Steel bridge and not even between R and L?
3	Etiwanda Wash (S)	50	1	-	The (S) bridge includes a portion of the Etiwanda EB off-ramp. Widening at this location may not be required?
4	Valley Blvd Off ramp (L)	130	1	1,625	Interchange (partial)- 2 ramps
	Valley Blvd Off ramp (R)	225	1	2,813	
5	Etiwanda - San Sevaine Flood Control Channel	185	2	9,250	Separate EB on-ramp structure adjacent to channel crossing structures. Assumed not to require widening.
6	Kaiser Spur Overhead	25	1	625	Railroad
7	Colton Overhead (L)	250	1	3,125	Railroad. I-10 curved in this area. The R/L reference from looking East. Steel bridge
	Colton Overhead (R)	365	1	4,563	
8	La Cadena Dr Undercrossing	65	1	1,625	Interchange (partial) with 2 ramps.
9	9th Street Undercrossing	100	1	2,500	Interchange (partial) with 2 ramps.
10	Pavillion Spur Overhead	235	1	5,875	On a curve and is skewed to the fwy. Both the EB on-ramp and WB off-ramp are part of the overcrossing structure.
11	Warm Creek Undercrossing	410	2	20,500	Water crossing
12	Santa Ana River Undercrossing	860	3	60,200	Water crossing. The "G" structure is the EB I-10 to I-215 Connector. The PSR report shows the I-10/I-215 connector to be widened. Will assume 20 foot widening for this structure. Therefore the total widening is assumed to be 70 feet. The area calculation for this bridge is not automatic and should be adjusted manually.
13	Hunts Lane Undercrossing	150	1	3,750	Includes part of the WB I-10 to I-215 connector ramp.
14	Waterman Ave Undercrossing	165	1	4,125	Interchange with 7 ramps (2 ramps go directly to Hospitality Lane).
15	San Timoteo Creek Undercrossing	205	1	5,125	Average length used (range is from 180-225 feet). Channel is at a skew to the freeway.
16	Gage Canal Undercrossing	105	1	2,625	There is a structure in the PSR that appears to be the San Timoteo UC that is to be removed, but not sure how this will be done. There appears to be a Gage Canal UC per the Thomas Guide.
17	Tippecanoe Ave Undercrossing*	120	1	3,000	Interchange with 4 ramps.
18	Mountain View Av Undercrossing*	160	1	4,000	Interchange with 4 ramps.
19	West Redlands Overhead	365	1	9,125	Railroad and Mission Channel. Skew
20	California Street Undercrossing*	180	1	4,500	Interchange with 4 ramps.
21	Nevada Street Undercrossing	160	1	4,000	
22	Colton Ave-New York Ave Undercrossing	430	1	10,750	This structure over the intersection of Colton Ave and New York Ave. The freeway is at a skew at this location.
	Colton Ave-New York Ave Undercrossing (EB on-ramp)	640	1	12,800	Assume a 20 foot widening for this structure.
23	Texas Ave Undercrossing	185	1	4,625	
24	Eureka Street Undercrossing	165	1	4,125	Interchange (partial)

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

UNDERCROSSINGS (WIDEN) *CONTINUED*					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL WIDEN AREA (SQ FT)	NOTES
25	Orange Street Undercrossing	210	1	5,250	Interchange (partial) total of 3 ramps (1 goes directly to Eureka). Gap closure between structures as part of Median Lane Addition Project.
26	Sixth Street Undercrossing	160	1	4,000	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
27	Church Street Undercrossing	195	1	4,875	Gap closure between structures as part of Median Lane Addition Project.
28	Redlands Overhead	350	1	8,750	Railroad. Gap closure between structures as part of Median Lane Addition Project.
29	University Street Undercrossing*	185	1	4,625	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
30	Citrus Avenue Undercrossing	275	1	6,875	Gap closure between structures as part of Median Lane Addition Project.
31	Cypress Ave Undercrossing	165	1	4,125	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
32	Palm Ave Undercrossing	145	1	3,625	Gap closure between structures as part of Median Lane Addition Project.
33	Highland Ave Undercrossing	145	1	3,625	Gap closure between structures as part of Median Lane Addition Project.
34	Ford Street Undercrossing	150	1	3,750	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
35	Redlands Blvd Undercrossing	215	1	5,375	Skew. Gap closure between structures as part of Median Lane Addition Project.
TOTAL WIDEN		8260	43	244,750	

Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Haven Ave Overcrossing	-	-	-	Assumed to accommodate widening. Two structures overcrossing freeway. Interchange with 6 ramps.
2	Milliken Avenue Overcrossing	-	-	-	Assumed to accommodate widening. Interchange with 4 ramps.
3	EB I-10 to NB I15 Connector	-	-	-	Assumed to accommodate widening.
4	NB I-15 to WB I-10 Connector	-	-	-	Assumed to accommodate widening.
5	I-15	-	-	-	Assumed to accommodate widening. Two structures, 1 each for SB and NB.
6	WB I-10 to SB I-15	-	-	-	Assumed to accommodate widening.
7	SB I-15 to EB I-10	-	-	-	Assumed to accommodate widening.
8	Etiwanda Overcrossing	90	120	46,800	Interchange with 6 ramps. Per the Major Street Project list, there is plans to widen the street from 4 to 6 lanes. Estimate replace width to be 6-12 ft lanes, 1 turn lane, and 35 feet additional width to account for sidewalk and barrier for a total width of 115. Also assume a 390 feet replace length to account for loop on off ramps.
9	Cherry Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps
10	Citrus Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
11	Sierra Avenue Overcrossing	-	-	-	Interchange with 4 ramps. Assumed to accommodate widening.
12	Cedar Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
13	Riverside Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps
14	Pepper Avenue Overcrossing*	40	85	-	Interchange with 4 ramps.. Major Street Projects states that Pepper will be widened from 2 lanes to 4 lanes in each direction. Assume total widen to be 85 feet.
15	Slover Mountain Overpass	35	35	8,750	Railroad
16	Rancho Avenue Overcrossing	75	75	18,750	Interchange with 4 ramps.. Slight skew. There is a railroad portion to the bridge. Assumed that the replacement will not include the railroad portion of the bridge.
17	Mt Vernon Overcrossing*	35	35	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.. Bridge is curved and skewed and has a loop ramp. assume replace length of 325 feet. Although Major Street Project plans to widen Mt Vernon from La Cadena to I-10 from 4 to 8 lanes, will assume existing width across I-10.
18	EB I-10 to NB I-215	-	-	-	Assumed to accommodate widening.
19	SB I-215 to EB I-10	-	-	-	Assumed to accommodate widening.
20	I-215	-	-	-	Assumed to accommodate widening.
21	WB I-10 to SB I -215	-	-	-	Assumed to accommodate widening.
22	Richardson Street Overcrossing	45	45	11,250	
23	Alabama Street Overcrossing*	80	80	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.. Major Street Project that states will widen from 2 to 4 lanes, but can't verify at this time that it will include the area over I-10. Will assume for this calculation that existing width will apply to the replacement.
24	EB I-10 to NB SR 30	-	-	-	Assumed to accommodate widening.
25	SB SR 30 to EB I-10	-	-	-	Assumed to accommodate widening.
26	Tennessee St Overcrossing	65	-	-	Assumed to accommodate widening. Interchange with 3 ramps.
27	Wabash Ave Overcrossing*	40	40	-	Assumed to be completed prior to HOV project. Interchange (partial) with 2 ramps.
28	Yucaipa Blvd Overcrossing	85	85	21,250	Interchange with 4 ramps.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE) *CONTINUED*					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
29	16th Street Overcrossing	45	45	11,250	
30	Live Oak Canyon Overcrossing *	55	55	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
31	Wildwood Creek Overcrossing (Channel)	-	-	-	Appears to be a culvert only (not bridge structure). Creek has very steep side slopes.
TOTAL REPLACE		690	700	118,050	

Assumptions/Notes:

Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

The interchange projects that are outside the scope of the PSR are assumed to be complete for the project.

* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

Assume that Overcrossings will be replaced at same width as existing (unless otherwise known to be widened at a future date).

I-15 Widening Project from Riverside County Line to I-215

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$103,029,000**
Right of Way		**$34,186,000**
Utility Relocations		**$30,375,000**
Construction Items		
Roadway Construction	$112,799,000	
Wall Construction	$23,250,000	
Structures Construction	$82,916,800	
Mobilization	$21,897,000	
Construction Contingency	$32,845,000	
Additional Construction Items	$38,500,000	
Total Construction Cost		**$312,208,000**
Total Project Cost		**$479,798,000**

I-15 Widening
from Riverside County Line to I-215

Total Miles	**15**
Outside Lane (constructed over existing shoulder)	**1**
Outside Lane	**0**
Outside Shoulder	**1**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$103,029,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.3		
	Residential (SF)			$2,254,230
	Commercial (SF)			$30,873,150
	Undeveloped land (SF)			$1,058,508
	TOTAL Right of Way Cost			**$34,186,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	50%	$1,350,000	$10,125,000
	High Density	50%	$2,700,000	$20,250,000
	TOTAL Utilities Cost			**$30,375,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	15	$50,000	$750,000
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	15	$980,000	$14,700,000
	Pavement - Lanes	15	$573,000	$8,595,000
	Pavement - Shoulder	15	$477,000	$7,155,000
	Subtotal - Outside Paving and Earthwork			$31,200,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	60	$58,000	$3,480,000
	Pavement - Lanes	30	$573,000	$17,190,000
	Pavement - Shoulder	30	$477,000	$14,310,000
	Subtotal - Inside Paving			$34,980,000
4c	*Barrier*			
	Center barrier per mile	15	$500,000	$7,500,000
	Other barrier per mile	15	$160,000	$2,400,000
	Subtotal - Barrier			$9,900,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	28	$100,000	$2,800,000
	Subtotal Misc. Paving			$2,800,000
	Subtotal Earthwork, Paving, and Barrier			$78,880,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$3,944,000
	Front End Work	15%		$11,832,000
	Drainage	8%		$6,310,400
	Electrical	5%		$3,944,000
	Miscellaneous	10%		$7,888,000
	Subtotal Other Roadway Items			$33,918,400
	TOTAL Roadway Construction Cost			**$112,799,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	50%	$1,800,000	$13,500,000
	Soundwall per mile	50%	$1,300,000	$9,750,000
	TOTAL Wall Construction Cost			**$23,250,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	357,400	$232	$82,916,800
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$82,916,800**
	SUBTOTAL CONSTRUCTION COST			**$218,966,000**
8	***Mobilization***	10%		$21,897,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$32,845,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$500,000	$1,000,000
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	15	$500,000	$7,500,000
	Subtotal Additional Features			$38,500,000
11	**TOTAL CONSTRUCTION COST**			**$312,208,000**
12	**TOTAL PROJECT COST**			**$479,798,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-15 Widening
PROJECT LIMITS:	Riverside County Line to I-215
PROJECT LENGTH:	15 miles
PROJECT SCOPE:	Add 1 HOV in each direction (per 2004 RTP)

ROADWAY FACTORS:		
OUTSIDE LANE	0	
INSIDE LANE	2	Add 1 HOV in each direction
AUXILIARY	1	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.5	
SOUND WALL	0.3	Measured "Residential" areas based on 2004 General Plan (Approximately 9.2 miles total).
RAMPS TOTAL	45	Includes all freeway to freeway ramps.
BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	Assume widen to accommodate 2-HOV, 2-buffer, 2-shoulder, and barrier.
BRIDGE REPLACE LENGTH	-	Assume all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	
RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	0.25	
RESIDENTIAL	30%	Approximately 9.2 miles of residential over 30 miles of project. (See Sound wall explanation)
COMMERCIAL	62%	
UNDEVELOPED LAND	8%	Approximately 2.5 miles of non-develop land over 30 miles of project. (See Sound wall explanation)
HIGH DENSITY UTILITIES	50%	
LOW DENSITY UTILITIES	50%	
OTHER FACTORS:		
FWY TO FWY INTERCHANGES	2	Devore interchange (I-15/I-215) not included in project.
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	Lytle Creek and Cajon Creek
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	3	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side).

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Median (ETW to ETW) is approximately 65 feet wide from the county line to just north of Jurupa. From just north of Jurupa to just north of Foothill the median is approximately 40 to 45 feet wide. From just north of Foothill to just north of the Cajon Creek Crossing the median is varies between 65 and 70 feet with some areas as wide as 75 feet.

Topography gets hilly (adjacent to I-15) north of the Lytle Creek crossing San Bernardino National Forest (west side) and Glen Helen Regional Park (east side) .

Per PB's comprehensive corridor study, the existing I-15 between SR 60 and US-395 is an 8 lane facility with a 10 to 15 ft median and 4-8 ft median shoulder, 4-12 ft travel lanes (in each direction) and an 8 to 12 ft outside shoulder. There is approximately 12 to 24 ft of additional vacant right of way (outside).

Per PB's report, the following auxiliary lanes are existing: NORTHBOUND-Jurupa on-ramps to I-10 off-ramps, I-10 on-ramps to 4th off ramp, Baseline on-ramp to SR 210 off-ramp SOUTHBOUND- Summit on-ramp to SR 210 off ramps, SR 210 on-ramps to Baseline off-ramps, 4th Street on-ramp to I-10 off ramps, I-10 on-ramps to Jurupa off-ramps.

Per PB's report, the HOV alternative would result in a right of way impact of about 2 1/2 acres.

Potential seismic considerations in Devore IC vicinity.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (FT)	NOTES
1	Airport Undercrossing	180	2	9,000	WB I-10 to SB I-215 ramp part of L structure (looking north). Approximately 35 foot gap between structures.
2	Railroad Undercrossing	195	2	9,750	Railroad. Approximately 35 foot gap between structures.
3	I-10 Undercrossing	250	2	12,500	Approximately 35 foot gap between structures.
4	Ontario Mills Parkway Undercrossing	160	2	8,000	Approximately 35 foot gap between structures. I-15/I-10 ramps portion of structures.
5	4th Street Undercrossing	190	2	9,500	Interchange with 4 ramps are part of the overcrossing structure. Approximately 30 foot gap between structures.
6	6th Street Undercrossing	165	2	8,250	Approximately 35 foot gap between structures.
7	? Undercrossing	135	2	6,750	Approximately 30 foot gap between structures.
8	BNSF/SCRRA Undercrossing	180	2	9,000	Railroad. Approximately 30 foot gap between structures.
9	Day Creek Crossing	320	2	16,000	Approximately 30 foot gap between structures. Skew.
10	Arrow Undercrossing*	210	2	10,500	Approximately 30 foot gap between structures. Skew. Future interchange location.
11	Foothill Undercrossing	290	2	14,500	Interchange with 6 ramps. Approximately 30 foot gap between structures.
12	Etiwanda/Church/Miller St Undercrossing	320	2	16,000	Bridges over intersection. Approximately 55 foot gap between structures.
13	Baseline/East Ave Undercrossing (L)*	515	1	12,875	Bridges over intersection. Bridge part of separate interchange project. Interchange with 4 ramps. Approximately 50 foot gap between structures. Skew
	Baseline/East Ave Undercrossing (R)*	640	1	16,000	
14	? Undercrossing	170	2	8,500	Approximately 70 foot gap between structures.
15	Victoria Street Undercrossing	180	2	9,000	Approximately 70 foot gap between structures. Skew
16	Etiwanda-Sevaine Flood Control Channel Undercrossing	135	2	6,750	Approximately 45 foot gap between structures.
17	Cherry Undercrossing	270	2	13,500	Approximately 55 foot gap between structures. Skew
18	Sierra Undercrossing*	185	2	9,250	Bridge part of separate interchange project Interchange has 4 ramps. Approximately 50 foot gap between structures.
19	Lytle Creek Undercrossing	2,025	2	101,250	Water crossing. Approximately 50 foot gap between structures.
20	Wash UC?	-	-	-	Looks like there could be a crossing here, but hard to tell. Likely a culvert
21	Glen Helen Pkwy Undercrossing	150	2	7,500	Interchange with 4 ramps. Approximately 65 foot gap between structures.
22	Glen Helen Rd Undercrossing	205	2	10,250	Approximately 65 foot gap between structures. Skew.
23	BNSF/UP Undercrossing	280	2	-	Railroad. Approximately 60 foot gap between structures. Structure reconfiguration part of Devore IC.
24	Cajon Creek Wash Bridge (R)	575	1	-	Water crossing. Ramps part of structure. There is a bend in the structure. Approximately 60 foot gap between structures. Structure reconfiguration part of Devore IC.
	Cajon Creek Wash Bridge (L)	600	1	-	
	TOTAL WIDEN	8,525	46	324,625	

Assumptions/Notes:

Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Jurupa Overcrossing	-	-	-	Interchange with 4 ramps
2	WB I-10 to SB I-15 Connector	-	-	-	
3	NB I-15 to WB I-10 Connector	-	-	-	
4	SB I-15 to EB I-10 Connector	-	-	-	
5	EB I-10 to NB I-15 Connector	-	-	-	
6	EB SR 210 to NB I-15 Connector	-	-	-	
7	SB I-15 to EB SR 210 Connector	-	-	-	
8	WB SR 210 to SB I-15 Connector	-	-	-	
9	Summit Avenue Overcrossing	-	-	-	Interchange with 4 ramps.
10	Duncan Canyon Overcrossing*	-	-	-	Bridge part of separate interchange project. (Will be new interchange)
TOTAL REPLACE		0	0	0	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

I-215 Bi-County Widening Project from Riverside County Line to I-10

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$93,295,000**
Right of Way		**$294,234,000**
Utility Relocations		**$13,500,000**
Construction Items		
Roadway Construction	$127,275,000	
Wall Construction	$31,625,000	
Structures Construction	$49,667,200	
Mobilization	$20,857,000	
Construction Contingency	$31,286,000	
Additional Construction Items	$22,000,000	
Total Construction Cost		**$282,711,000**
Total Project Cost		**$683,740,000**

I-215 Widening
from Riverside County Line to I-10

Total Miles	**5**
Outside Lane constructed over existing shoulder	**2**
Outside Lane	**6**
Outside Shoulder	**2**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$93,295,000**
2	***Right of Way***			
	Right of Way (acre/mile)	7.2		
	Residential (SF)			$18,033,840
	Commercial (SF)			$268,155,360
	Undeveloped land (SF)			$8,044,661
	TOTAL Right of Way Cost			**$294,234,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	0%	$1,350,000	$0
	High Density	100%	$2,700,000	$13,500,000
	TOTAL Utilities Cost			**$13,500,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	10	$50,000	$500,000
	Earthwork - Other lanes	30	$465,000	$13,950,000
	Earthwork - Shoulder	10	$1,495,000	$14,950,000
	Pavement - Lanes	40	$573,000	$22,920,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Outside Paving and Earthwork			$57,090,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	20	$58,000	$1,160,000
	Pavement - Lanes	10	$573,000	$5,730,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Inside Paving			$11,660,000
4c	*Barrier*			
	Center barrier per mile	5	$500,000	$2,500,000
	Other barrier per mile	5	$160,000	$800,000
	Subtotal - Barrier			$3,300,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	2.00	$535,000	$10,700,000
	Ramp Mod. (ea. ramp)	21	$100,000	$2,100,000
	Subtotal Misc. Paving			$12,800,000
	Subtotal Earthwork, Paving, and Barrier			$84,850,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$4,242,500
	Front End Work	15%		$12,727,500
	Drainage	15%		$12,727,500
	Electrical	5%		$4,242,500
	Miscellaneous	10%		$8,485,000
	Subtotal Other Roadway Items			$42,425,000
	TOTAL Roadway Construction Cost			**$127,275,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	200%	$3,000,000	$30,000,000
	Soundwall per mile	25%	$1,300,000	$1,625,000
	TOTAL Wall Construction Cost			**$31,625,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	139,300	$250	$34,825,000
	U/C Widening (sf)	63,975	$232	$14,842,200
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$49,667,200**
	SUBTOTAL CONSTRUCTION COST			**$208,568,000**
8	***Mobilization***	10%		$20,857,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$31,286,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	1	$500,000	$500,000
	Major Freeway/Freeway I/C	1	$15,000,000	$15,000,000
	Major Drainage Systems (ea.)	2	$2,000,000	$4,000,000
	Landscape (per mile)	5	$500,000	$2,500,000
	Subtotal Additional Features			$22,000,000
11	**TOTAL CONSTRUCTION COST**			**$282,711,000**
12	**TOTAL PROJECT COST**			**$683,740,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-215 Widening (I-215 Bi-County Project)
PROJECT LIMITS:	Riverside County Line to I-10 (Riv Co Line to Orange Show Rd)
PROJECT LENGTH:	5 miles
PROJECT SCOPE:	Add 1 mixed flow lane and 1 HOV in each direction

ROADWAY FACTORS:

OUTSIDE LANE	2	Per the scope of the current PR/ED effort and consistent with the Route Concept Report, add 1 mixed flow in each direction. (Does not account for total replacement of existing pavement.
INSIDE LANE	2	Per the scope of the current PR/ED effort and consistent with the Route Concept Report add 1 HOV in each direction.
AUXILIARY	2	Assume 1 auxiliary lane on each side for entire length of corridor.
OUTSIDE SHOULDER	1	Assume half outside shoulder width of widening required along entire length of project (both sides)
RETAINING WALL	2	Assume retaining walls will be required over most of the length of the project due to the proximity of businesses to freeway and due to topography (Grand Terrace area).
SOUND WALL	0.25	Assumes approximately 1 mile of sound wall needed total for a total project length of 10 miles.
RAMPS TOTAL	21	Includes I-215/I-10 ramps.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	-	Values estimated from LAN's preliminary engineering used for each bridge replacement/widen.
BRIDGE REPLACE LENGTH	-	
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	7.2	Assumes approximately 60 foot take over a 5 mile distance. This mostly accounts for pushing out area with existing frontage road.
RESIDENTIAL	5%	
COMMERCIAL	94%	
UNDEVELOPED LAND	1%	
HIGH DENSITY UTILITIES	100%	Assumed to be high density due to the high density of development adjacent to the corridor.
LOW DENSITY UTILITIES	0%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	1	I-215/I-10
MAJOR DRAINAGE FACILITIES	2	
MAJOR WATER CROSSINGS	1	Santa Ana River
RAILROAD OVERCROSSINGS	2	BNSF and UPRR Lines in Grand Terrace/Colton Area
RAILROAD UNDERCROSSINGS	1	UPRR

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Assumes that the Iowa/La Cadena interchange stays at existing location. This worksheet does not assume a new structure at Main St.

All bridge overcrossings will require replacement due to vertical and horizontal clearance. This will require either lowering of freeway, elevating the local roads, or a combination of both.

The estimated dimensions for bridge widening/replacement assumes full standard geometry for the freeway and for the overcrossing streets.

Assume that all pavement for freeway gets replaced during this project.

REFERENCE DOCUMENTS:

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (North to South)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	WIDEN (FT)	WIDEN AREA (SQ FT)	NOTES
1	Fairway Dr/Santa Ana River Undercrossing (R)	710	5	3,550	Water Crossing. Bridge widen portion is average value.
	Fairway Dr/Santa Ana River Undercrossing (L)	760	10	7,600	
2	I-10 Undercrossing (R)	260	20	5,200	
	I-10 Undercrossing (L)	260	30	7,800	
3	Steel Road/UPRR/Cooley Road Undercrossing (R)	750	20	15,000	Railroad.
	Steel Road/UPRR/Cooley Road Undercrossing (L)	750	30	22,500	
4	Reche Canyon Creek UC (Channel Crossing)	-	-	-	Culvert?
5	SB I-215 to WB I-10 Connector	775	3	2,325	Bridge widen portion is average value.
	TOTAL WIDEN	4,265	118	63,975	

Assumptions/Notes:

R/L Designation looking North.

Bridge dimensions from LANs estimates based on preliminary geometry, values rounded to the nearest 5 foot increment.

OVERCROSSINGS (REPLACE)

ID	BRIDGE	ASSUMED BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE LENGTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Orange Show Road Overcrossing			-	Assume accommodates widening. Interchange with 5 ramps.
2	East 10 to N 215 Connector Overcrossing			-	Assume accommodates widening
3	South 215 to East 10 Connector Overcrossing			-	Assume accommodates widening
4	West 10 to South 215 Connector Overcrossing			-	Assume accommodates widening
5	Washington/Mt. Vernon Overcrossing	130	265	34,450	Interchange with 5 ramps.
6	Newport Ave Overcrossing	65	200	13,000	Assume Newport is 35 feet wide Skew
7	Barton Rd Overcrossing	130	290	37,700	Interchange with 4 ramps. Skew
8	UP Overcrossing	25	310	7,750	Railroad. Steel Structure. Skew
9	BNSF Overcrossing	40	380	15,200	Railroad. Steel Structure. Skew. Replacement length for this bridge is estimates at 380 feet, which is used for calculation (not automatic area calc).
10	Iowa/La Cadena Overcrossing	130	240	31,200	Interchange with 4 ramps. Skew
	TOTAL REPLACE	520	1,685	139,300	

Assumptions/Notes:

All overcrossings will need to be replaced with the exception of Orange Show Road and the I-10/I-215 connectors.

Assumed bridges have closed end abutments.

Bridge dimensions from LANs estimates based on preliminary geometry, values rounded to the nearest 5 foot increment.

I-215 Northern Widening Project from SR-210 to I-15

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$28,830,000**
Right of Way		**$43,003,000**
Utility Relocations		**$10,800,000**
Construction Items		
Roadway Construction	$45,047,000	
Wall Construction	$14,600,000	
Structures Construction	$5,440,400	
Mobilization	$6,509,000	
Construction Contingency	$9,764,000	
Additional Construction Items	$6,000,000	
Total Construction Cost		**$87,361,000**
Total Project Cost		**$169,994,000**

I-215 Widening
from SR-30/210 to I-15

Total Miles	8
Outside Lane constructed over existing shoulder	0.5
Outside Lane	0
Outside Shoulder	1
HOV/Inside Lanes	2
Inside Shoulder	2

Assumes AC Pavement

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$28,830,000**
2	***Right of Way***			
	Right of Way (acre/mile)	4		
	Residential (SF)			$16,030,080
	Commercial (SF)			$6,272,640
	Undeveloped land (SF)			$20,699,712
	TOTAL Right of Way Cost			**$43,003,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$10,800,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$10,800,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	4	$50,000	$200,000
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	8	$980,000	$7,840,000
	Pavement - Lanes	4	$357,000	$1,428,000
	Pavement - Shoulder	8	$297,000	$2,376,000
	Subtotal - Outside Paving and Earthwork			$11,844,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	32	$58,000	$1,856,000
	Pavement - Lanes	16	$357,000	$5,712,000
	Pavement - Shoulder	16	$297,000	$4,752,000
	Subtotal - Inside Paving			$12,320,000
4c	*Barrier*			
	Center barrier per mile	8	$500,000	$4,000,000
	Other barrier per mile	8	$160,000	$1,280,000
	Subtotal - Barrier			$5,280,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	12	$100,000	$1,200,000
	Subtotal Misc. Paving			$1,200,000
	Subtotal Earthwork, Paving, and Barrier			$30,644,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$1,532,200
	Front End Work	15%		$4,596,600
	Drainage	12%		$3,677,280
	Electrical	5%		$1,532,200
	Miscellaneous	10%		$3,064,400
	Subtotal Other Roadway Items			$14,402,680
	TOTAL Roadway Construction Cost			**$45,047,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	50%	$3,000,000	$12,000,000
	Soundwall per mile	25%	$1,300,000	$2,600,000
	TOTAL Wall Construction Cost			**$14,600,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	23,450	$232	$5,440,400
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$5,440,400**
	SUBTOTAL CONSTRUCTION COST			**$65,088,000**
8	***Mobilization***	10%		$6,509,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$9,764,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	8	$500,000	$4,000,000
	Subtotal Additional Features			$6,000,000
11	**TOTAL CONSTRUCTION COST**			**$87,361,000**
12	**TOTAL PROJECT COST**			**$169,994,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-215 Widening
PROJECT LIMITS:	SR30/210 to I-15
PROJECT LENGTH:	8 miles
PROJECT SCOPE:	Add 1 HOV each direction

ROADWAY FACTORS:

OUTSIDE LANE	0	
INSIDE LANE	2	
AUXILIARY	0.25	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.5	
SOUND WALL	0.25	Based on residences located close to freeway
RAMPS TOTAL	14	

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	Assumes 40 feet widening to close gap between structures and about 10 feet of outside widening.
BRIDGE REPLACE LENGTH	-	Assume existing overcrossings can accommodate an additional lane.
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	4	Majority of right of way impacts from Little League Drive and north to end of project limits. There is a major drainage on the east side and an access road that extends approximately 3 miles. Assuming 100 feet needed for extra lane, shoulder, and 4:1 slopes.
RESIDENTIAL	50%	Undeveloped land north of Little League drive is mostly zoned residential per 2004 General Plan, will assume residential for right of way estimation purposes.
COMMERCIAL	35%	
UNDEVELOPED LAND	15%	
HIGH DENSITY UTILITIES	0%	
LOW DENSITY UTILITIES	100%	Majority of project area is vacant or low density.

OTHER FACTORS:

FWY TO FWY INTERCHANGES	1	Excludes the I-215/I-15 Interchange
MAJOR DRAINAGE FACILITIES	1	
MAJOR WATER CROSSINGS	0	
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	0	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side)..

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Existing pavement section is asphalt concrete, assume existing pavement will remain. Assume added lanes will also be asphalt concrete.

Overcrossings that are included in the Valley Interchange Project list from Expenditure Plan/Nexus Study are not included in the I-10 HOV Project estimate.

Assume pavement will be asphalt concrete to match existing.

REFERENCE DOCUMENTS:

SR 210 Segment 11 Contract 3 plans

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (North to South)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	North Palm Undercrossing*	150	2	7,500	Interchange with 4 ramps
2	Cable Creek Channel Undercrossing	147	2	7,350	
3	Devil Creek Diversion Undercrossing	62	2	3,100	
4	University Parkway Undercrossing*	110	2	5,500	Interchange with 4 ramps
5	Golf Cart Undercrossing?	0	0	0	Assume no change
TOTAL WIDEN				23,450	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	UNIQUE INFORMATION
1	Glen Helen Pkwy/Devore Rd Overcrossing*	-	-	-	Interchange with 4 ramps.
2	N. Little League Overcrossing	-	-	-	
TOTAL REPLACE			0		

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Overcrossings assumed to accommodate widening.

SR-210 Widening Project (Alt. 1) from I-215 to I-10

2010-2040 Measure I Strategic Plan Conceptual Cost Estimate

Project Support		**$32,311,000**
Right of Way		**$1,060,000**
Utility Relocations		**$6,750,000**
Construction Items		
Roadway Construction	$26,112,000	
Wall Construction	$17,325,000	
Structures Construction	$33,292,000	
Mobilization	$7,673,000	
Construction Contingency	$11,510,000	
Additional Construction Items	$2,000,000	
Total Construction Cost		**$97,912,000**
Total Project Cost		**$138,033,000**

SR-30/210 Widening (Alternative 1)
from I-215 to I-10

Total Miles	**5**
Outside Lane constructed over existing shoulder	**0**
Outside Lane	**0**
Outside Shoulder	**0**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Construct one inside lane and shoulder each direction where needed - about 5 miles.

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$32,311,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.05		
	Residential (SF)			$500,940
	Commercial (SF)			$490,050
	Undeveloped land (SF)			$68,607
	TOTAL Right of Way Cost			**$1,060,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$6,750,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$6,750,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	0	$50,000	$0
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	0	$1,495,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$0
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	20	$58,000	$1,160,000
	Pavement - Lanes	10	$573,000	$5,730,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Inside Paving			$11,660,000
4c	*Barrier*			
	Center barrier per mile	10	$500,000	$5,000,000
	Other barrier per mile	10	$160,000	$1,600,000
	Subtotal - Barrier			$6,600,000
	Adjust mileage to account for entire 10 mile reach			
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	0	$100,000	$0
	Subtotal Misc. Paving			$0
	Subtotal Earthwork, Paving, and Barrier			$18,260,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$913,000
	Front End Work	15%		$2,739,000
	Drainage	8%		$1,460,800
	Electrical	5%		$913,000
	Miscellaneous	10%		$1,826,000
	Subtotal Other Roadway Items			$7,851,800
	TOTAL Roadway Construction Cost			**$26,112,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	25%	$1,900,000	$2,375,000
	Soundwall per mile	230%	$1,300,000	$14,950,000
	TOTAL Wall Construction Cost			**$17,325,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	143,500	$232	$33,292,000
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$33,292,000**
	SUBTOTAL CONSTRUCTION COST			**$76,729,000**
8	***Mobilization***	10%		$7,673,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$11,510,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$1,000,000	$2,000,000
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$2,000,000
11	**TOTAL CONSTRUCTION COST**			**$97,912,000**
12	**TOTAL PROJECT COST**			**$138,033,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	SR 210/30 Widening
PROJECT LIMITS:	Highland Ave to San Bernardino
PROJECT LENGTH:	5 miles
PROJECT SCOPE:	Add 1 mixed flow in each direction and widen undercrossings (per 2004 RTP). The scope is further assumed to mean adding one mixed flow in each direction to match up to the areas that are already 3 lanes in each direction.

ROADWAY FACTORS:		
OUTSIDE LANE	0	
INSIDE LANE	2	Assume 1 lane in each direction to fill gap to make 3 lanes in each direction.
AUXILIARY	0	
OUTSIDE SHOULDER	0	
RETAINING WALL	0.25	
SOUND WALL	2.3	Project area predominantly residential. Assume wall on both sides of freeway for a distance of about 6 1/2 miles.
RAMPS TOTAL	10	
BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	
BRIDGE REPLACE LENGTH	-	Assumed that all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	
RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	0.05	Assumed that addition of a lane can be mostly accommodated within existing right of way.
RESIDENTIAL	72%	The remainder of the project area (minus commercial and undeveloped land) per aerials and 2004 General Plan.
COMMERCIAL	20%	Approximately 4 miles out of a total 20 project miles are commercial per the 2004 General Plan.
UNDEVELOPED LAND	9%	Approximately 1.7 miles out of a total 20 project miles are undeveloped. This area is primarily around the Santa Ana River/City Creek crossings.
HIGH DENSITY UTILITIES	0%	
LOW DENSITY UTILITIES	100%	Assumed to be low density utilities because primarily residential
OTHER FACTORS:		
FWY TO FWY INTERCHANGES	1	
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	There are three bridges crossing the Santa Ana River and 1 bridge crossing at City Creek.
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	0	

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

(From East to West) From I-10 to City Creek, freeway is elevated, from City Creek to Highland the freeway is depressed, Highland to project limits, freeway is elevated.

From I-215 to just east of H street, SR 30 is only 2 lanes in each direction. SR 210, Segment 11 Mainline will build a median lane and re-stripe (from east of Miramonte Dr) in each direction to match up to the 3 lanes in each direction. The 3 lanes in each direction is from I-259 to Highland Ave interchange after which it drops to two lanes in each direction until around San Bernardino IC near the SR 30/I-10 IC where it increase to 3 in each direction.

The median width (herein defined as ETW to ETW) from I-215 (just east of Miramonte) to I-259 will be 55 feet per the SR 210 Segment 11 Mainline plans. The median width from I-259 to Highland Ave Undercrossing is between 50 and 55 ft. The median from Highland to Victoria varies between 60 and 70 feet (in some areas as much as 74 feet). From Victoria to the 30/330 IC the median gets as wide as about 80 feet. From SR 300 to about City Creek the median is approximately 75 ft. From City Creek south past the Santa Ana River crossing, the median is between 55 and 60 feet wide. South of the Santa Ana River crossing, the median is approximately 65 ft. The median width for the area south of the Santa Ana River bridges to the SR 30/I-10 interchange is approximately 40 ft.

All overcrossings are assumed to be able to accommodate widening. If an overcrossing is planned to be widened as part of a major street project, it is assumed to be part of the major street project and not the freeway project.

REFERENCE DOCUMENTS:

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (East to West)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	Lugonia Undercrossing	170	2	-	Ramps are included in bridge width. Gap between bridges is approximately 140 feet.
2	San Bernardino Undercrossing	185	2	9,250	Interchange with 4 ramps. Gap between bridges is approximately 40 feet.
3	Pioneer Undercrossing	140	2	7,000	Ramps are included in bridge width. Gap between bridges is approximately 35 feet.
4	Santa Ana River Undercrossing	895	2	44,750	Water crossing. Gap between bridges is approximately 50 feet.
5	Santa Ana River Crossing 2	145	2	7,250	Water crossing. Gap between bridges is approximately 50 feet.
6	Santa Ana River Crossing 3	185	2	9,250	Water crossing. Gap between bridges is approximately 50 feet.
7	5th Street Undercrossing*	200	2	10,000	Interchange with 4 ramps. Gap between bridges is approximately 70 feet.
8	City Creek Channel Undercrossing	655	2	32,750	Water crossing. Portion of the 5th Street ramps are part of structure.
9	Victoria Undercrossing	200	2	10,000	Gap between bridges is approximately 65 feet.
10	Sand Creek Channel Undercrossing	265	2	13,250	Gap between bridges is approximately 65 feet.
11	Arden Ave/Highland Ave Undercrossing (R)	630	1	-	Interchange with 4 ramps. Skewed. (R/L designation looking west). Gap between bridges is approximately 65 feet.
	Highland Ave Undercrossing (L)	820	1	-	
12	Sterling Ave Undercrossing	180	2	-	Skew. Gap between bridges is approximately 45 feet.
13	Del Rosa Undercrossing*	200	2	-	Interchange with 4 ramps. Slight skew. Gap between bridges is approximately 50 feet.
14	Golden Ave Undercrossing	155	2	-	Gap between bridges is approximately 45 feet.
15	East Twin Channel Undercrossing	85	2	-	Gap between bridges is approximately 45 feet.
16	Miramonte Undercrossing	160	2	-	
17	Little Mountain Undercrossing	205	2	-	
	TOTAL WIDEN			143,500	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Bridge lengths measured from SANBAG GIS resources, values rounded up to the nearest 5 foot increment.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Baseline Overcrossing*	-	-	-	Interchange with 4 ramps.
2	SR30/SR330 Overcrossing (West to South)	-	-	-	
3	Pedestrian Overcrossing	-	-	-	
4	SR 30/SR330 Overcrossing (East to North)	-	-	-	
5	Palm Overcrossing	-	-	-	
6	Orange Overcrossing	-	-	-	
7	Central Avenue Overcrossing	-	-	-	
8	Valencia Overcrossing	-	-	-	
9	Waterman Overcrossing *	-	-	-	Interchange with 4 ramps.
10	Sierra Overcrossing	-	-	-	
11	Mt. View Overcrossing	-	-	-	2 bridges
12	Arrowhead Overcrossing	-	-	-	
13	E Street Overcrossing	-	-	-	
14	SR 30/SR 259 (West to South) Overcrossing	-	-	-	
15	H Street Overcrossing	-	-	-	Interchange with 4 ramps.
16	Muscupiabe Overcrossing	-	-	-	2 bridges

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

SR-210 Widening Project (Alt. 2)
from I-215 to I-10

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$86,985,000**
Right of Way		**$7,312,000**
Utility Relocations		**$15,836,000**
Construction Items		
Roadway Construction	$84,448,000	
Wall Construction	$14,490,000	
Structures Construction	$86,333,000	
Mobilization	$18,528,000	
Construction Contingency	$27,791,000	
Additional Construction Items	$32,000,000	
Total Construction Cost		**$263,590,000**
Total Project Cost		**$373,723,000**

SR-30/210 Widening (Alternative 2)
from I-215 to I-10

Total Miles	**11.5**
Outside Lane constructed over existing shoulder	**0.86**
Outside Lane	**0**
Outside Shoulder	**0.7**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Construct one inside lane and shoulder each direction where needed - about 5 miles. Construct one HOV lane in each direction from 27th Street to I-10 - about 11-1/2 miles

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$86,985,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.15		
	Residential (SF)			$3,456,486
	Commercial (SF)			$3,381,345
	Undeveloped land (SF)			$473,388
	TOTAL Right of Way Cost			**$7,312,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	98%	$1,350,000	$15,214,500
	High Density	2%	$2,700,000	$621,000
	TOTAL Utilities Cost			**$15,836,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	9.89	$50,000	$494,500
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	8.05	$1,495,000	$12,034,750
	Pavement - Lanes	9.89	$573,000	$5,666,970
	Pavement - Shoulder	8.05	$477,000	$3,839,850
	Subtotal - Outside Paving and Earthwork			$22,036,070
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	46	$58,000	$2,668,000
	Pavement - Lanes	23	$573,000	$13,179,000
	Pavement - Shoulder	23	$477,000	$10,971,000
	Subtotal - Inside Paving			$26,818,000
4c	*Barrier*			
	Center barrier per mile	10	$500,000	$5,000,000
	Other barrier per mile	10	$160,000	$1,600,000
	Subtotal - Barrier			$6,600,000

Adjust mileage to account for entire 10 mile reach

4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			
	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	36	$100,000	$3,600,000
	Subtotal Misc. Paving			$3,600,000
	Subtotal Earthwork, Paving, and Barrier			$59,054,070
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$2,952,704
	Front End Work	15%		$8,858,111
	Drainage	8%		$4,724,326
	Electrical	5%		$2,952,704
	Miscellaneous	10%		$5,905,407
	Subtotal Other Roadway Items			$25,393,250
	TOTAL Roadway Construction Cost			**$84,448,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	15%	$1,900,000	$3,277,500
	Soundwall per mile	75%	$1,300,000	$11,212,500
	TOTAL Wall Construction Cost			**$14,490,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	372,125	$232	$86,333,000
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$86,333,000**
	SUBTOTAL CONSTRUCTION COST			**$185,271,000**
8	***Mobilization***	10%		$18,528,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$27,791,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$1,000,000	$2,000,000
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$32,000,000
11	**TOTAL CONSTRUCTION COST**			**$263,590,000**
12	**TOTAL PROJECT COST**			**$373,723,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	SR 210/30 Widening
PROJECT LIMITS:	27th Street to I-10
PROJECT LENGTH:	11.5 miles
PROJECT SCOPE:	Add 1 mixed flow in each direction and widen undercrossings (per 2004 RTP) and I HOV in each direction to have a total freeway cross section of 3 mixed flow and 1 HOV in each direction. Mixed flow lane addition only in areas that are currently 2 mixed flow in each direction.

ROADWAY FACTORS:

OUTSIDE LANE	0.56	Approximately 5 miles of the project length will have a mixed flow lane added. The limits are from Highland Ave IC to San Bernardino IC. Within these limits there will be an approximately 16 feet of additional outside widening needed to accommodate both HOV and MF lanes.
INSIDE LANE	2.43	
AUXILIARY	1	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.15	
SOUND WALL	0.75	
RAMPS TOTAL	36	

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	75	Assume bridges west of SR 259 are widened only 50 feet.
BRIDGE REPLACE LENGTH	-	Assumed that all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.1	Assumed that addition of a lane can be mostly accommodated within existing right of way.
RESIDENTIAL	72%	The remainder of the project area (minus commercial and bare land) per aerials and 2004 General Plan.
COMMERCIAL	20%	Approximately 4 miles out of a total 20 project miles are commercial per the 2004 General Plan.
UNDEVELOPED LAND	9%	Approximately 1.7 miles out of a total 20 project miles are "bare land". This area is primarily around the Santa Ana River/City Creek crossings.
HIGH DENSITY UTILITIES	2%	
LOW DENSITY UTILITIES	98%	Assumed to be low density utilities because primarily residential

OTHER FACTORS:

FWY TO FWY INTERCHANGES	3	SR 30/I-215,SR 259/SR30, SR 30/ SR 330, SR 30/I-10 (the 259/30 and 30/330 IC combined are counted as 1 major I/C)
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	There are three bridges crossing the Santa Ana River and 1 bridge crossing at City Creek.
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	1	

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

(From East to West) From I-10 to City Creek, freeway is elevated, from City Creek to Highland the freeway is depressed, Highland to project limits, freeway is elevated.

From I-215 to just east of H street, SR 30 is only 2 lanes in each direction. SR 210, Segment 11 Mainline will build a median lane and re-stripe (from east of Miramonte Dr) in each direction to match up to the 3 lanes in each direction. The 3 lanes in each direction is from I-259 to Highland Ave interchange after which it drops to two lanes in each direction until around San Bernardino IC near the SR 30/I-10 IC where it increase to 3 in each direction.

The median width (herein defined as ETW to ETW) from I-215 (just east of Miramonte) to I-259 will be 55 feet per the SR 210 Segment 11 Mainline plans. The median width from I-259 to Highland Ave Undercrossing is between 50 and 55 ft. The median from Highland to Victoria varies between 60 and 70 feet (in some areas as much as 74 feet). From Victoria to the 30/330 IC the median gets as wide as about 80 feet. From SR 300 to about City Creek the median is approximately 75 ft. From City Creek south past the Santa Ana River crossing, the median is between 55 and 60 feet wide. South of the Santa Ana River crossing, the median is approximately 65 ft. The median width for the area south of the Santa Ana River bridges to the SR 30/I-10 interchange is approximately 40 ft.

All overcrossings are assumed to be able to accommodate widening. If an overcrossing is planned to be widened as part of a major street project, it is assumed to be part of the major street project and not the freeway project.

REFERENCE DOCUMENTS:

SR 210 Segment 11 Plans - Mainline and Early

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	Lugonia Undercrossing	170	2	8,500	Ramps are included in bridge width. Gap between bridges is approximately 140 feet. Assume widening is 50 feet for HOV lane.
2	San Bernardino Undercrossing	185	2	13,875	Interchange with 4 ramps. Gap between bridges is approximately 40 feet.
3	Pioneer Undercrossing	140	2	10,500	Ramps are included in bridge width. Gap between bridges is approximately 35 feet.
4	Santa Ana River Undercrossing	895	2	67,125	Water crossing. Gap between bridges is approximately 50 feet.
5	Santa Ana River Crossing 2	145	2	10,875	Water crossing. Gap between bridges is approximately 50 feet.
6	Santa Ana River Crossing 3	185	2	13,875	Water crossing. Gap between bridges is approximately 50 feet.
7	5th Street Undercrossing*	200	2	15,000	Interchange with 4 ramps. Gap between bridges is approximately 70 feet.
8	City Creek Channel Undercrossing	655	2	49,125	Water crossing. Portion of the 5th Street ramps are part of structure.
9	Victoria Undercrossing	200	2	15,000	Gap between bridges is approximately 65 feet.
10	Sand Creek Channel Undercrossing	265	2	19,875	Gap between bridges is approximately 65 feet.
11	Arden Ave/Highland Ave Undercrossing (R)	630	1	23,625	Interchange with 4 ramps. Skewed. (R/L designation looking west). Gap between bridges is approximately 65 feet.
	Highland Ave Undercrossing (L)	820	1	30,750	
12	Sterling Ave Undercrossing	180	2	9,000	Skew. Gap between bridges is approximately 45 feet. Assume 50 foot widening.
13	Del Rosa Undercrossing*	200	2	10,000	Interchange with 4 ramps. Slight skew. Gap between bridges is approximately 50 feet.
14	Golden Ave Undercrossing	155	2	7,750	Gap between bridges is approximately 45 feet. Assume 50 foot widening.
15	East Twin Channel Undercrossing	85	2	4,250	Gap between bridges is approximately 45 feet. Assume 50 foot widening.
16	Miramonte Undercrossing	160	2	8,000	Assume 50 foot widening.
17	Little Mountain Undercrossing	205	2	10,250	Assume 50 foot widening.
18	I-215 Undercrossing	355	2	17,750	Assume 50 foot widening.
19	Cajon Blvd Overhead	315	2	15,750	Railroad involvement. Assume 50 foot widening.
20	27th Street Undercrossing	225	3	11,250	One of the structures is for the ES Line. Assume 50 foot widening.
	TOTAL WIDEN			372,125	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Bridge lengths measured from SANBAG GIS resources, values rounded up to the nearest 5 foot increment.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Baseline Overcrossing*	-	-	-	Interchange with 4 ramps.
2	SR30/SR330 Overcrossing (West to South)	-	-	-	
3	Pedestrian Overcrossing	-	-	-	
4	SR 30/SR330 Overcrossing (East to North)	-	-	-	
5	Palm Overcrossing	-	-	-	
6	Orange Overcrossing	-	-	-	
7	Central Avenue Overcrossing	-	-	-	
8	Valencia Overcrossing	-	-	-	
9	Waterman Overcrossing*	-	-	-	Interchange with 4 ramps.
10	Sierra Overcrossing	-	-	-	
11	Mt. View Overcrossing	-	-	-	2 bridges
12	Arrowhead Overcrossing	-	-	-	
13	E Street Overcrossing	-	-	-	
14	SR 30/SR 259 (West to South) Overcrossing	-	-	-	
15	H Street Overcrossing	-	-	-	Interchange with 4 ramps.
16	Muscupiabe Overcrossing	-	-	-	2 bridges

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

Carpool Lane Connector Study
Various Locations

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$0**
Right of Way		**$0**
Utility Relocations		**$0**
Construction Items		
Roadway Construction	$0	
Wall Construction	$0	
Structures Construction	$0	
Mobilization	$0	
Construction Contingency	$0	
Additional Construction Items	$0	
Total Construction Cost		**$0**
Total Project Cost		**$90,000,000**

Carpool Connectors
Various Locations (Study Only)

Total Miles	0
Outside Lane constructed over existing shoulder	0
Outside Lane	0
Outside Shoulder	0
HOV/Inside Lanes	0
Inside Shoulder	0

Construct one inside lane and shoulder each direction where needed - about 5 miles.

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$0**
2	***Right of Way***			
	Right of Way (acre/mile)	0		
	Residential (SF)			$0
	Commercial (SF)			$0
	Undeveloped land (SF)			$0
	TOTAL Right of Way Cost			**$0**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	0%	$1,350,000	$0
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$0**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	0	$50,000	$0
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	0	$1,495,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$0
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	0	$58,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Inside Paving			$0
4c	*Barrier*			
	Center barrier per mile	0	$500,000	$0
	Other barrier per mile	0	$160,000	$0
	Subtotal - Barrier			$0
	Adjust mileage to account for entire 10 mile reach			
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	0	$100,000	$0
	Subtotal Misc. Paving			$0
	Subtotal Earthwork, Paving, and Barrier			$0
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$0
	Front End Work	15%		$0
	Drainage	5%		$0
	Electrical	5%		$0
	Miscellaneous	10%		$0
	Subtotal Other Roadway Items			$0
	TOTAL Roadway Construction Cost			$0
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	0%	$1,900,000	$0
	Soundwall per mile	0%	$1,300,000	$0
	TOTAL Wall Construction Cost			$0
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	0	$232	$0
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			$0
	SUBTOTAL CONSTRUCTION COST			$0
8	***Mobilization***	10%		$0
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$0
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$1,000,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$0
11	**TOTAL CONSTRUCTION COST**			$0
12	**TOTAL PROJECT COST**			**$90,000,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

2010-2040 Measure I
Strategic Plan

Cajon Pass
Cost Estimates

June 8, 2006

2010-2040 Measure I Strategic Plan

Cajon Pass Projects

Project Description	Cost Estimate Updated	Cost Estimate Expenditure Plan	Delta
Devore Interchange Project I-15 & I-215	$201,555,000	$40,000,000	--
I-15 Widening Project (Seg 3) from Devore I/C to Rte 395	$269,833,000	$170,000,000	--
Total Cajon Pass Projects	$471,388,000	$210,000,000	-$261,388,000

I-15 Widening Project from I15/I215 I/C to US 395

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$59,426,000**
Right of Way		**$10,079,000**
Utility Relocations		**$20,250,000**
Construction Items		
Roadway Construction	$119,770,000	
Wall Construction	$11,250,000	
Structures Construction	$5,440,400	
Mobilization	$13,647,000	
Construction Contingency	$20,470,000	
Additional Construction Items	$9,500,000	
Total Construction Cost		**$180,078,000**
Total Project Cost		**$269,833,000**

I-15 Widening (Segs 3 & 4)
from I-215 I/C to Route 395

Total Miles	**15**
Outside Lane constructed over existing shoulder	**0**
Outside Lane	**0**
Outside Shoulder	**0**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Assumes AC Pavement

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$59,426,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.5		
	Residential (SF)			$3,757,050
	Commercial (SF)			$1,470,150
	Undeveloped land (SF)			$4,851,495
	TOTAL Right of Way Cost			**$10,079,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$20,250,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$20,250,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - Lump Sum	5	$8	$40,000,000
	Earthwork - N/A	million cy	$0	$0
	Earthwork - N/A		$0	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$40,000,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork - N/A	60	$0	$0
	Pavement - Lanes	30	$573,000	$17,190,000
	Pavement - Shoulder	30	$477,000	$14,310,000
	Subtotal - Inside Paving			$31,500,000
4c	*Barrier*			
	Center barrier per mile	15	$500,000	$7,500,000
	Other barrier per mile	15	$160,000	$2,400,000
	Subtotal - Barrier			$9,900,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	12	$100,000	$1,200,000
	Subtotal Misc. Paving			$1,200,000
	Subtotal Earthwork, Paving, and Barrier			$82,600,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$4,130,000
	Front End Work	15%		$12,390,000
	Drainage	10%		$8,260,000
	Electrical	5%		$4,130,000
	Miscellaneous	10%		$4,130,000
	Subtotal Other Roadway Items			$8,260,000
	TOTAL Roadway Construction Cost			$37,170,000
				$119,770,000
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	25%	$3,000,000	$11,250,000
	Soundwall per mile	0%	$1,300,000	$0
	TOTAL Wall Construction Cost			**$11,250,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	23,450	$232	$5,440,400
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$5,440,400**
	SUBTOTAL CONSTRUCTION COST			**$136,461,000**
8	***Mobilization***	10%		$13,647,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$20,470,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	15	$500,000	$7,500,000
	Subtotal Additional Features			$9,500,000
11	**TOTAL CONSTRUCTION COST**			**$180,078,000**
12	**TOTAL PROJECT COST**			**$269,833,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

CAJON PASS PROJECTS WORKSHEET

PROJECT:	I-15 Widening - Cajon Pass
PROJECT LIMITS:	I-215 to US 395
PROJECT LENGTH:	6
PROJECT SCOPE:	Add 1 HOV in each direction.

ROADWAY FACTORS:

OUTSIDE LANE		
INSIDE LANE	2	
AUXILIARY	-	
OUTSIDE SHOULDER	2	
RETAINING WALL	0.25	
SOUND WALL	0.25	
RAMPS TOTAL	8	Does not include proposed interchange ramps.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	52
BRIDGE WIDEN FACTOR (MULTI)	-
BRIDGE REPLACE LENGTH	-
BRIDGE REPLACE WIDTH	-

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.2	Approx. 8 (3.5 Seg 2)miles of frontage road on NB side of freeway and about 5 (3 Seg 2) miles on SB side adjacer
RESIDENTIAL	15%	
COMMERCIAL	50%	
UNDEVELOPED LAND	35%	
HIGH DENSITY UTILITIES	60%	
LOW DENSITY UTILITIES	40%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	0
MAJOR DRAINAGE	0
MAJOR WATER CROSSINGS	1
RAILROAD OVERCROSSINGS	0
RAILROAD UNDERCROSSINGS	1

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side).

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Per PBs comprehensive corridor study, the existing I-15 between SR 60 and US-395 is an 8 lane facility with a 10 to 15 ft median and 4-8 ft median shoulder, 4-12 ft travel lanes (in each direction) and an 8 to 12 ft outside shoulder. There is approximately 12 to 24 ft of additional vacant right of way (outside).

Per PBs report, there is a truck climbing lane on northbound I-15 from SR 138 to the Cajon Summit.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

CAJON PASS PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (FT)	NOTES
1	Kenwood Avenue Undercrossing	150	2		Interchange with 4 ramps. Two structures with approx. 75 feet between structures.
2	Mathews Ranch Road Undercrossing	0	1	-	Looks like a culvert type structure, approx 195 feet wide?
3	Cleghorn Canyon Wash Undercrossing	300	2		
4	___ Wash Undercrossing	165	2		
5	___ Wash Undercrossing	160	4		Includes two ramp structures.
6	Cleghorn Fire Rd/Cajon Blvd Undercrossing	160	2		Interchange with 4 ramps. Truck weigh station just north of interchange.
7	BNSF/UP Railroad Underpass	55	1		Skew. Approximately 230 ft wide.
8	BNSF/UP Railroad Underpass	80	1		Skew. Approximately 315 ft wide.
9	UP Railroad Underpass	65	1		Median starts to go wide after this structure. Skew. Approximately 325 ft wide.
10	UP Railroad Underpass	155	4		North of Ranchero Road. Two of the four structures are for the frontage roads. There is a 35 ft gap between the I-15 structures. There is a 40 ft gap between NB I-15 and the frontage road and a 20 ft gap between the SB I-15 and the frontage road.
TOTAL WIDEN		1,290	20	0	

Assumptions/Notes:

Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	SR 138 Overcrossing	55	-	-	Interchange with 5 ramps. Existing structure length is about 310 feet. Steel structure.
2	Oak Hill Overcrossing	40	-	-	Interchange with 4 ramps. The median starts to narrow again at this point (after the Cajon Pass). Frontage road on both sides of freeway. Existing bridge length about 295 feet. Just north of this IC the pavement on the SB side is AC. The northbound side is AC
TOTAL REPLACE					

Assumptions/Notes:

* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

Assume interchange projects will be done prior to freeway widening and therefore not replaced as part of freeway project.

Devore Interchange Project
I-15 & I-215

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$46,471,000**
Right of Way		**$10,213,000**
Utility Relocations		**$4,050,000**
Construction Items		
Roadway Construction	$43,260,000	
Wall Construction	$3,870,000	
Structures Construction	$61,925,600	
Mobilization	$10,906,000	
Construction Contingency	$16,359,000	
Additional Construction Items	$4,500,000	
Total Construction Cost		**$140,821,000**
Total Project Cost		**$201,555,000**

Devore Interchange
(I-15 & I-215 Interchange)

Total Miles	**3**
Outside Lane (constructed over existing shoulder)	**2**
Outside Lane	**1**
Outside Shoulder	**1.5**
HOV/Inside Lanes	**2**
Inside Shoulder	**1.5**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$46,471,000**
2	***Right of Way***			
	Right of Way (acre/mile)	5		
	Residential (SF)			$4,508,460
	Commercial (SF)			$0
	Undeveloped land (SF)			$5,704,182
	TOTAL Right of Way Cost			**$10,213,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$4,050,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$4,050,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	6	$50,000	$300,000
	Earthwork - Other lanes	3	$465,000	$1,395,000
	Earthwork - Shoulder	4.5	$1,495,000	$6,727,500
	Pavement - Lanes	9	$573,000	$5,157,000
	Pavement - Shoulder	4.5	$477,000	$2,146,500
	Subtotal - Outside Paving and Earthwork			$15,726,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	10.5	$58,000	$609,000
	Pavement - Lanes	6	$573,000	$3,438,000
	Pavement - Shoulder	4.5	$477,000	$2,146,500
	Subtotal - Inside Paving			$6,193,500
4c	*Barrier*			
	Center barrier per mile	3	$500,000	$1,500,000
	Other barrier per mile	3	$160,000	$480,000
	Subtotal - Barrier			$1,980,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	2.00	$535,000	$3,210,000
	Ramp Mod. (ea. ramp)	8	$100,000	$800,000
	Subtotal Misc. Paving			$4,010,000
	Subtotal Earthwork, Paving, and Barrier			$27,909,500
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$1,395,475
	Front End Work	15%		$4,186,425
	Drainage	15%		$4,186,425
	Electrical	10%		$2,790,950
	Miscellaneous	10%		$2,790,950
	Subtotal Other Roadway Items			$15,350,225
	TOTAL Roadway Construction Cost			**$43,260,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	30%	$3,000,000	$2,700,000
	Soundwall per mile	30%	$1,300,000	$1,170,000
	TOTAL Wall Construction Cost			**$3,870,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	281,480	$220	$61,925,600
	U/C Widening (sf)	0	$232	$0
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$61,925,600**
	SUBTOTAL CONSTRUCTION COST			**$109,056,000**
8	***Mobilization***	10%		$10,906,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$16,359,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$500,000	$1,000,000
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	3	$500,000	$1,500,000
	Subtotal Additional Features			$4,500,000
11	**TOTAL CONSTRUCTION COST**			**$140,821,000**
12	**TOTAL PROJECT COST**			**$201,555,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

CAJON PASS PROJECTS WORKSHEET

PROJECT:	Devore Interchange - Alternative 1
PROJECT LIMITS:	From the railroad underpass on I-15 and from just south of Devore Road interchange on I-215 to Kenwood Ave interchange on I-15
PROJECT LENGTH (MI):	3 total (2.2 on I-15 and 0.8 on I-215)
PROJECT SCOPE:	Reconfigure interchange so that I-15 is the major movement through the interchange and to have 4 lanes of traffic in each direction on I-215 through the interchange.

ROADWAY FACTORS:

OUTSIDE LANE		
INSIDE LANE		Assume 823,528 sq ft of roadway requiring major grading and 724,912 sq ft requiring minor grading. Assume of the total 1,548,440 sq ft of roadway, there is a total of 596,900 sq feet of shoulder.
AUXILIARY		
OUTSIDE SHOULDER		
RETAINING WALL		Assume 180 feet of retaining wall average 10 feet high (approximate area of 1800 sq ft)
SOUND WALL	-	Assume 3579 feet of sound wall at approximately 10 feet high (35,790 sq f)
RAMPS TOTAL	8	Includes the ramps at the Devore Road interchange and the Kenwood interchange.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-
BRIDGE WIDEN FACTOR (MULTI)	-
BRIDGE REPLACE LENGTH	VAR
BRIDGE REPLACE WIDTH	VAR

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	5
RESIDENTIAL	5%
COMMERCIAL	25%
UNDEVELOPED LAND	60%
HIGH DENSITY UTILITIES	0%
LOW DENSITY UTILITIES	100%

OTHER FACTORS:

FWY TO FWY INTERCHANGES	-
MAJOR DRAINAGE FACILITIES	
MAJOR WATER CROSSINGS	1
RAILROAD OVERCROSSINGS	-
RAILROAD UNDERCROSSINGS	1

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Potential for additional seismic design considerations for structures.

Assume that realignment will result in replacing undercrossings rather than just widen.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

CAJON PASS PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (REPLACE)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL REPLACE AREA (SQ FT)	NOTES
1	I-15 SB over BNSF/UP Railroad	280	1	26,880	Assume width can accommodate 5 travel lanes and shoulders and gore (Use average width of 96 feet)
2	I-15 NB over BNSF/UP Railroad	280	1	22,400	Assume width can accommodate 5 travel lanes and shoulders. (Width of approx. 80 feet)
3	I-215 NB to I-15 SB Connector over Cajon Creek Wash	685	1	21,920	Assume can accommodate 1 travel lane and two shoulders (Width of 32 feet)
4	I-15 SB over Cajon Creek Wash	570	1	38760	Assume can accommodate 4 travel lanes and shoulders (Width of 68 feet)
5	I-15 NB over Cajon Creek Wash	690	1	46,920	Assume can accommodate 4 travel lanes and shoulders (Width of 68 feet)
6	I-15 NB to I-215 SB Connector over Cajon Creek Wash	500	1	16,000	Assume can accommodate 1 travel lane and two shoulders. (Width of 32 feet)
7	I-15 SB over I-215 SB Connector and over the I-215 NB to I-15 SB Connector	1140	1	77,520	Assume can accommodate 4 travel lanes and shoulders. (Width of 68 feet)
8	I-15 NB over I-215 SB Connector and over the I-215 NB to I-15 SB Connector	360	1	24,480	Assume can accommodate 4 travel lanes and shoulders. (Width of 68 feet)
9	I-215 SB over the I-215 NB to I-15 SB Connector	150	1	6,600	Assume accommodates 2 travel lanes and shoulders. (Width of 44 feet)
10	Kenwood Avenue Undercrossing	-	2	-	Assume no change to structures. Interchange with 4 ramps.
TOTAL UNDERCROSSING REPLACE		4655		281,480	

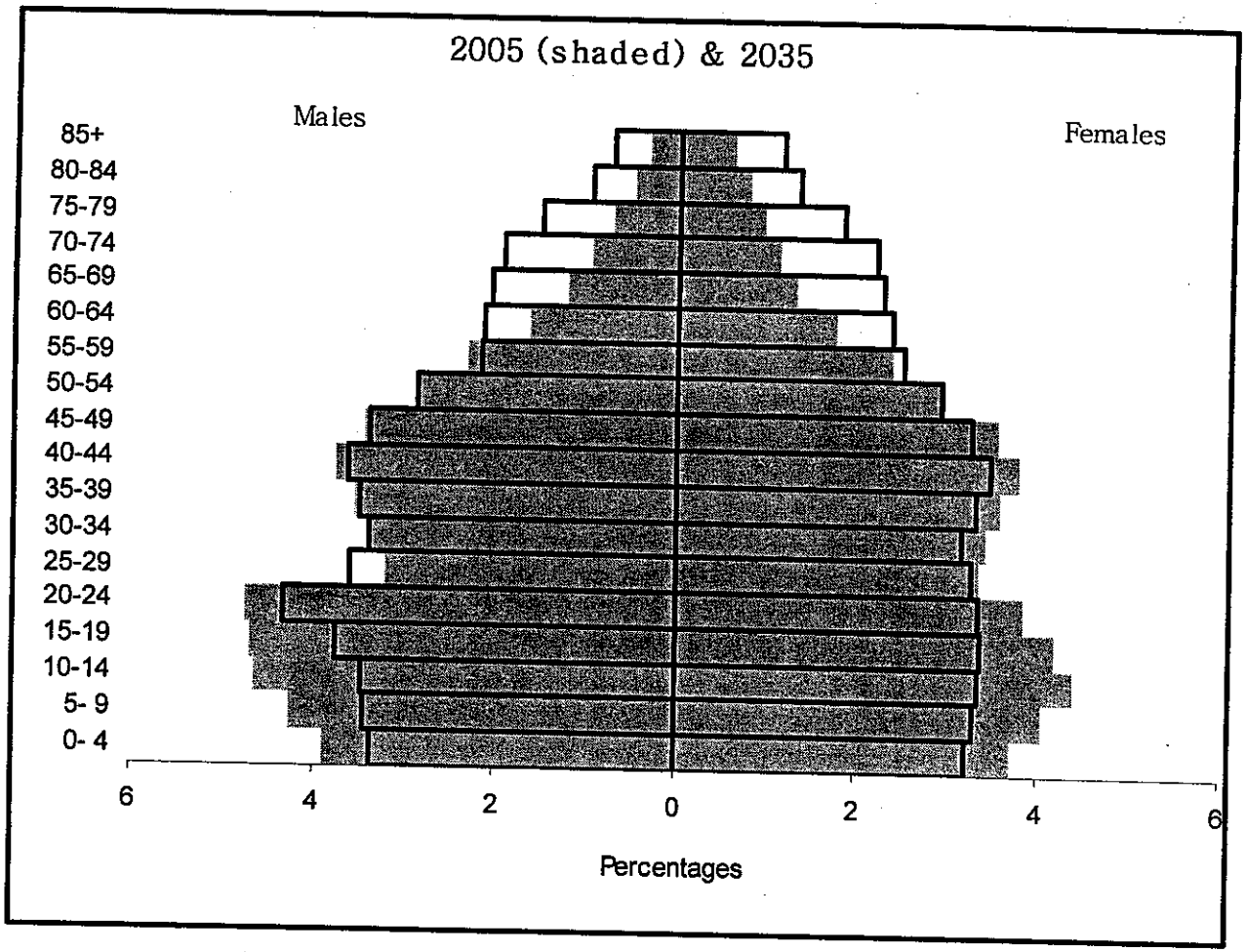
Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

OVERCROSSINGS (REPLACE)

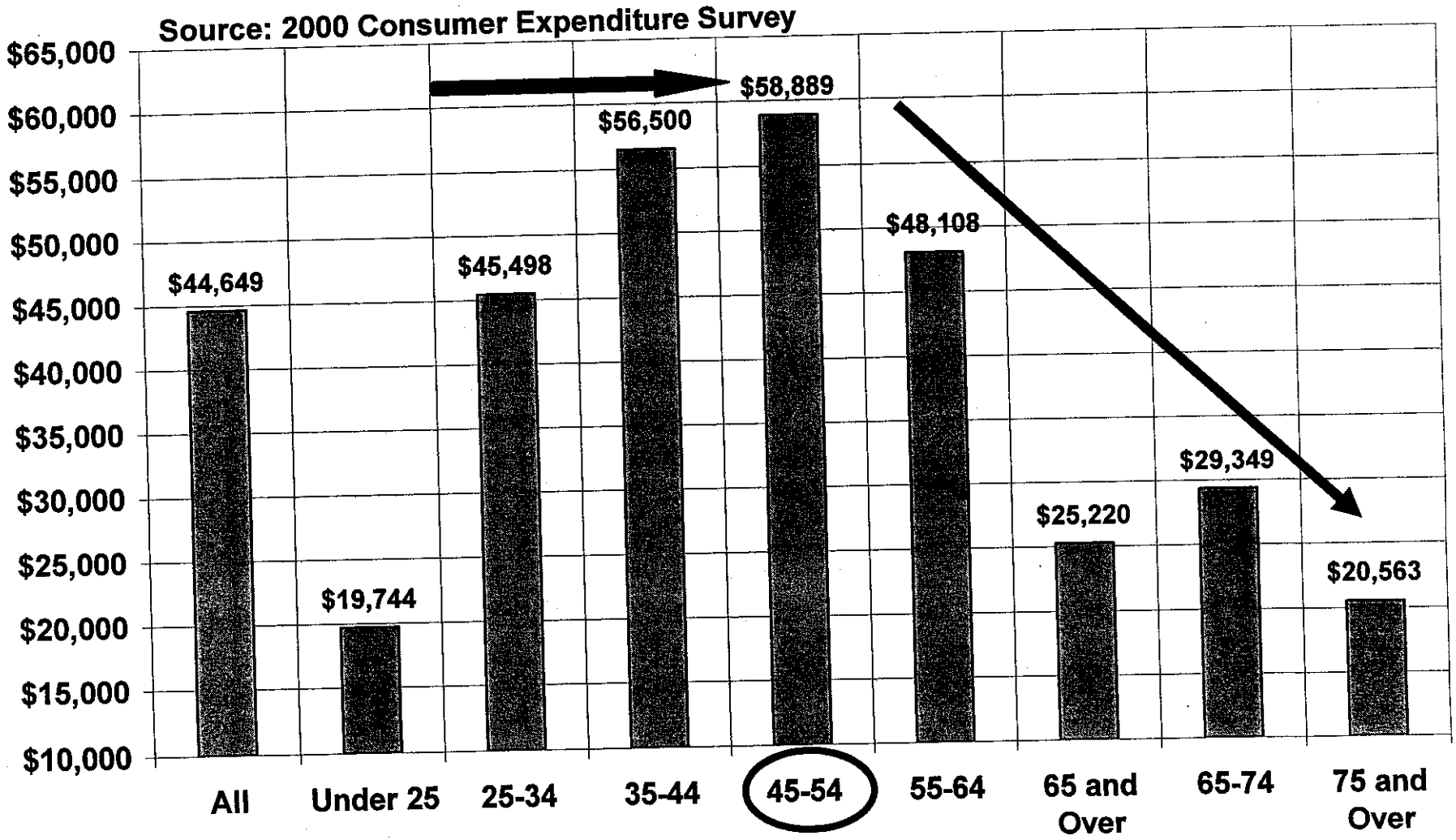
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Devore Overcrossing over I-215	-	-	-	Assume can accommodate widening of I-215 and realignment. Bridge has open abutments and no columns at the edge of traveled way. Bridge slopes down from north to south. Length of bridge is approximately 265 feet. Interchange with 4 ramps.
2	Devore Overcrossing over the I-15 NB to I-215 SB Connector.	-	-	-	Assume can accommodate widening of I-215 and realignment. Bridge has open abutments and no columns at the edge of traveled way. Length of bridge is approximately 135 feet. Part of interchange see above.

Assumptions/Notes:

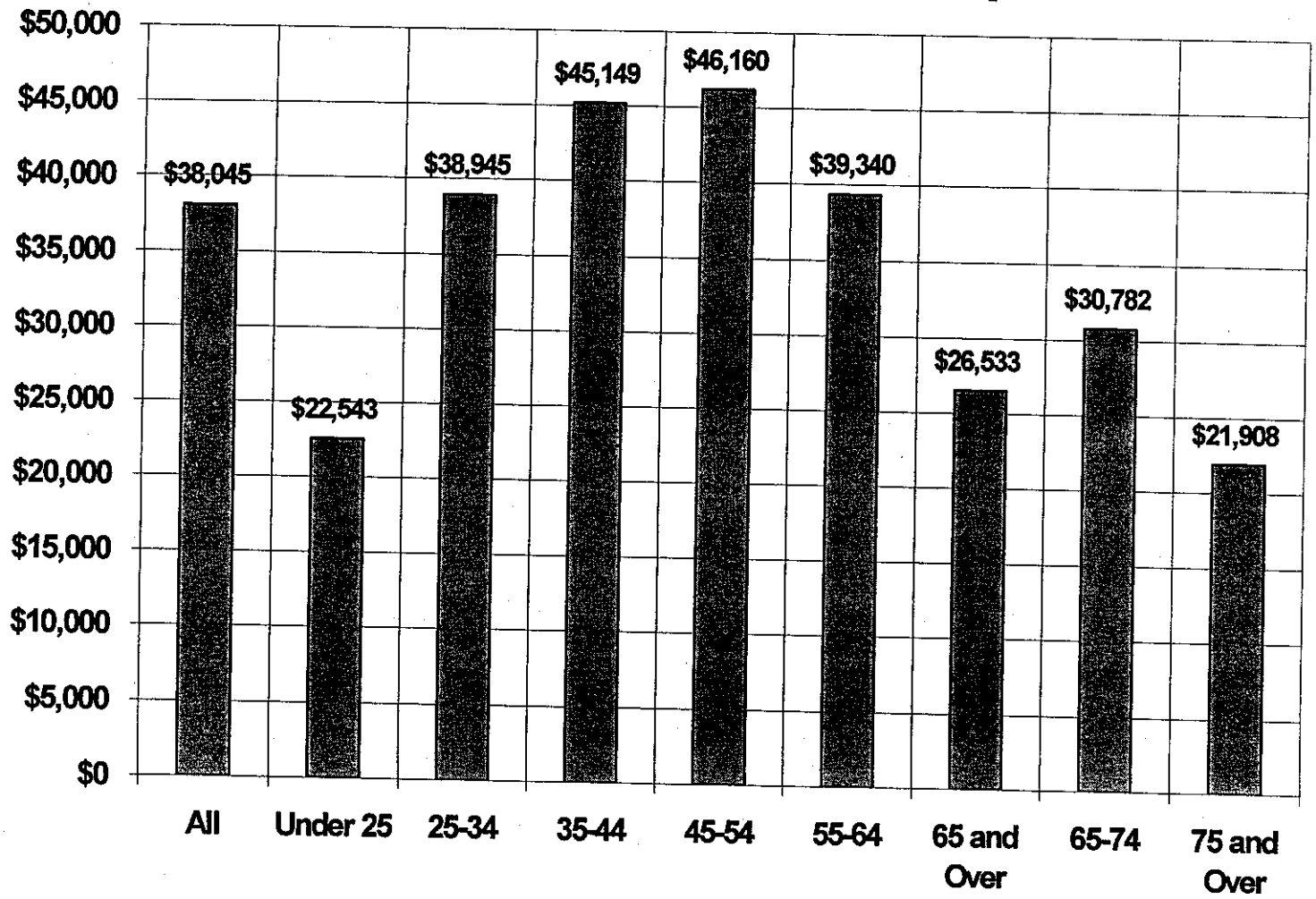
San Bernardino County: Population Age Pyramid

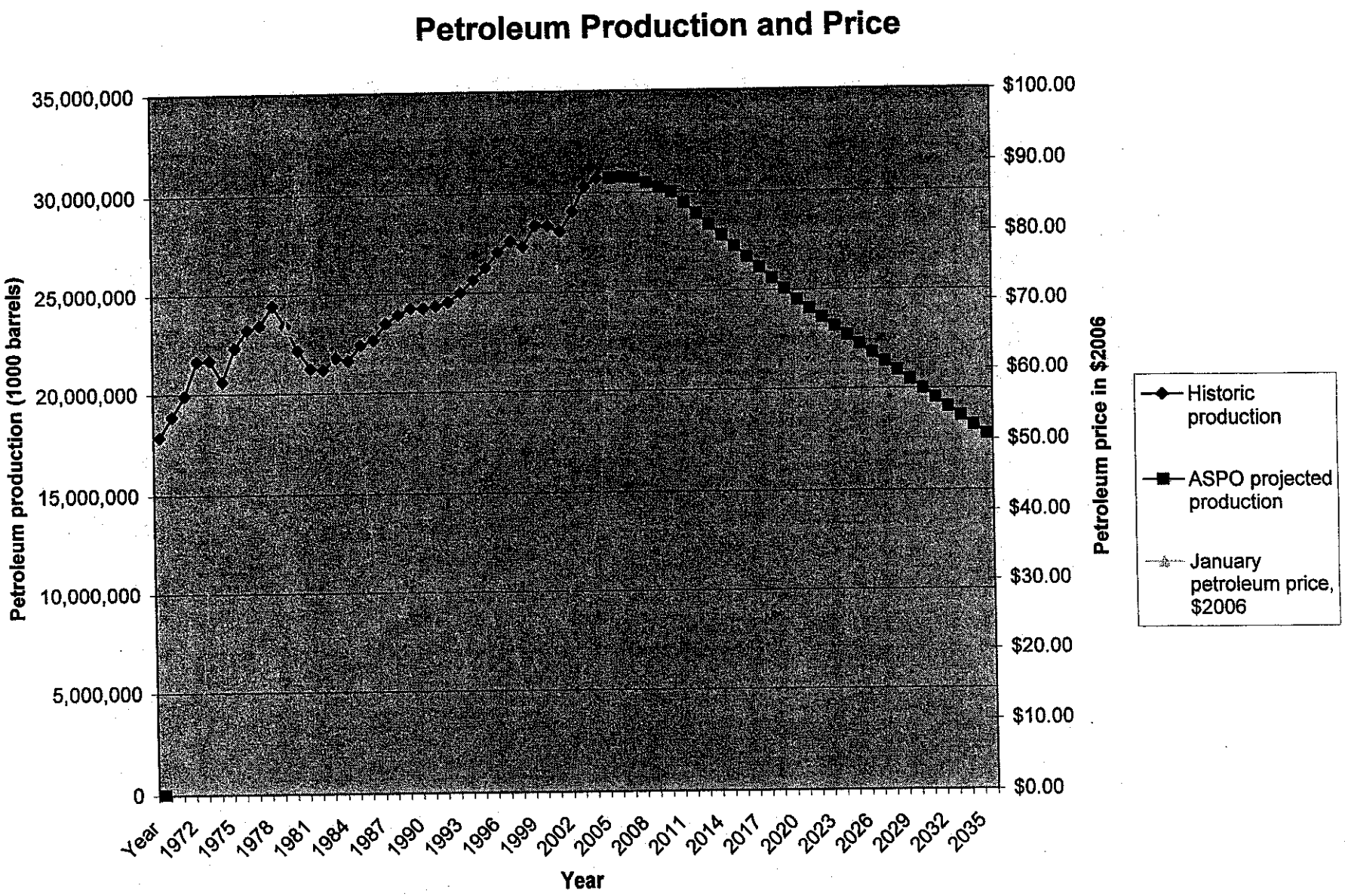


HH Income Before Taxes



HH Average Annual Expenditures




Petroleum Production and Price
Petroleum production (1000 barrels)
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
0
Petroleum price in $2006
$100.00
$90.00
$80.00
$70.00
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$0.00
Year
1972
1975
1978
1981
1984
1987
1990
1993
1996
1999
2002
2005
2008
2011
2014
2017
2020
2023
2026
2029
2032
2035
Year
Historic production
ASPO projected production
January petroleum price, $2006

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TRANSPORTATION MEASURE I

■ 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: 17

Date: June 15, 2006

Subject: State Street/University Parkway Railroad Grade Separation – Hearing to Consider Resolutions of Necessity

Recommendation:* 1. Request that acting as the County Transportation Commission, the SANBAG Board Conduct public hearing to consider condemnation of real property required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino and,

2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:

a. The public interest and necessity require the project described in the proposed Resolution of Necessity. RESOLUTION NO. _____

b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3rd required)

Background: As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of $95 million for Alameda Corridor East railroad grade separation projects. The State Street/University Parkway at the BNSF tracks at the city limit of San Bernardino and the community of Muscoy is one of the five projects identified for funding from the TCRP. Since the renewed availability of Proposition 42/Traffic Congestion Relief Funds, SANBAG has made steady progress towards the start of construction on the State Street/University Parkway Grade Separation. The SANBAG Board has made the necessary findings that the project is Categorically

*

Approved
Major Projects Committee

Date: June 7, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

mpc0606k-DMK.DOC

Exempt under the California Environmental Quality Act and the design is in final review.

One of the remaining critical path items is right of way acquisition. In May 2006, the Board approved appraisals and authorized SANBAG's Real Property Agent, the County Real Estate Services Department (RESD) to make offers for the necessary property. Offers were sent to each property owner and a number of parcels were acquired through negotiated sale. However, negotiations with the property owners for the parcels listed in Attachment "A" have not been successful.

A Resolution of Necessity will allow SANBAG to proceed with condemnation of the properties, gain possession in a timely manner, and proceed with the State Street/University Parkway Grade Separation project.

On June 7, 2006, the Board scheduled a public hearing for July 5, 2006 to adopt a Resolution of Necessity regarding the parcels listed in attachment "A" in the unincorporated County area of Muscoy and northwest City of San Bernardino. Upon completion of the project SANBAG will transfer properties acquired for this project to the appropriate local jurisdiction.

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5. SANBAG's Real Property Agent will continue to negotiate with the property owners throughout the condemnation proceeding in an attempt to reach a negotiated sale for the necessary parcels.

Financial Impact: This item imposes no financial impact as the Board has in past actions approved appraisals and offers to property owners.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren M. Kettle, Director of Freeway Construction

mpc0606k-DMK.DOC

APN OWNER
268-091-20 (ptn) Robert J. Short and Bobbie A. Short
267-241-19 Heirs and Devisees of Elizabeth D. Butler, aka Betty D. Butler, a widow
267-241-20 (ptn) R. R. M. Von Faulstich
267-242-01 (ptn) Saint Timothy Community Church
267-241-15 Edwin Lee Evans and Edwin L. Evans
267-241-16 Edwin Lee Evans and Edwin L. Evans
268-071-06 (ptn) International Investment Group
267-241-11 (Ptn) Mitchell W. Hackett
268-091-18 and 19 (Ptn) Ramona E. Ramos
267-561-13 (Ptn) University Inn of America
268-071-07 (Ptn) Verizon California, Inc.
268-071-20 (ptn) Kimberly Hanh Nguyen
BNSF Railroad-TCE and Aerial easement for new railroad crossing

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TRANSPORTATION MEASURE I

■ 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: 18

Date: June 14, 2006

Subject: Amendment No. 3 to Purchase order No. 0432 to P&D Consultants for construction management services for the route 71 Landscape Project.

Recommendation:* Approve Amendment No. 3 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $50,000 to provide Construction Management Services for Route 71 Landscaping completion project.

Background: In June of 2000, the SANBAG Board approved a Cooperative Agreement with the City of Chino Hills to function as the Construction Manager for the SR 71 Landscape Project. The City of Chino Hills opted to hire an outside construction management firm, P&D Consultants, to be responsible for day to day oversight of the project.

The Route 71 Landscape project encountered a number of obstacles and extended far longer than all parties involved anticipated. The Cooperative Agreement and subsequent amendments for Chino Hills' role as Construction Manager ran their course. Subsequently, a second landscape contractor was brought in to complete the project. In order to maintain continuity on the project SANBAG exercised the Executive Director's authority to issue a Purchase Order with P&D Consultants. The SANBAG Board approved amendment No. 2 in February of this year to supplement the Purchase Order to provide continued construction management oversight. Now as the project moves into the "plant-establishment" period additional funds are required to complete the construction oversight.

*

Approved
Major Projects Committee

Date: *June 15, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

mpc0606o-dmk
TN 081807000

Additionally, litigation with the first Rt 71 landscape contractor is moving ahead as SANBAG tries to recover costs to complete the project. These additional requested funds will also provide support by the construction manager to the legal team as they prepare for an arbitration hearing schedule in August 2006 and potentially other litigation related activities.

Staff now recommends increasing the PO in the amount of $50,000 to cover additional costs as the landscape contractor completes the "plant-establishment" period of the contract and to provide litigation support. The new not to exceed amount for PO 0432 is $155,000.

Financial Impact: This item is consistent with the SANBAG 2006/07 Budget. Funding source is Measure I Valley Major Projects. TN 081807000

Reviewed By: This will be reviewed by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren M. Kettle, Director of Freeway Construction

mpc0606o-dmk
TN 081807000

SANBAG Acronym List

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
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
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments