

From
Frank
file

SANBAG Contract No. C08139-02
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for
Devore Interchange Preliminary Engineering Cooperative Agreement

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>08-1383 A/2</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: This CSS shows MI funds going through SANBAG. \$5,139,166 in STP funds will be obligated by Caltrans and directly reimbursed to Caltrans that will not go through SANBAG.

Original Contract:	\$ <u>0</u>	Previous Amendments	\$ <u>195,000</u>
		Previous Contingency / Allowance Total:	\$ <u>0</u>
Contingency / Allowance Amount	\$ <u>0</u>	Current Amendment:	\$ <u>665,834</u>
		Current Amendment Contingency / Allowance:	\$ <u>0</u>

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

Contract TOTAL ► \$ 860,834.00

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund (Measure I, STP, CMAQ, etc.)	Type	Amounts for Contract Total or Current Amndmt Amt
<u>880</u>	<u>610</u>	<u>000</u>	<u>52001</u>	<u>99076</u>	<u>Measure I</u>		\$ <u>665,834</u>
<u>880</u>	<u>610</u>	<u>000</u>	<u>52001</u>	<u>99006</u>	<u>Measure I</u>		\$ <u>195,000</u>

Original Board Approved Contract Date:	<u>2/6/08</u>	Contract Start:	<u>2/6/08</u>	Contract End:	<u>12/31/14</u>
New Amend. Approval (Board) Date:	<u>6/2/10</u>	Amend. Start:	<u>6/2/10</u>	Amend. End:	<u>12/31/18</u>

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>09/10</u> \$ <u>195,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	– \$ <u>665,834</u>
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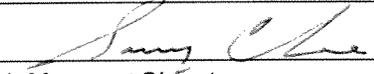
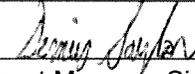
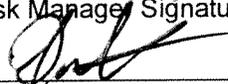
Budget authority for this contract currently exists in Task No. 880 (C-Task may be used here.).
 A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

Intergovernmental Private Federal Funds State/Local Funds
 Disadvantaged Business Enterprise (DBE) Underutilized DBE (UDBE)

Task Manager: Garry Cohoe **Contract Manager:** Dennis Saylor

 Task Manager Signature	Date <u>5/20/10</u>	 Contract Manager Signature	Date <u>5/20/10</u>
 Chief Financial Officer Signature	Date <u>5/20/10</u>		

08-SBd-15 PM 14.0/R16.4
08-SBd-215 PM 16.0/17.8
Improvements on I-15/I-215 Interchanges
EA 0K7100
District Agreement No. 8-1383 A/2

**REPLACEMENT AGREEMENT
(AMENDMENT NO. 2 TO AGREEMENT)**

This AMENDMENT NO.2 TO AGREEMENT (AMENDMENT), entered into effective on June 21, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
entity referred to herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino.
2. The parties hereto entered into an Agreement No. 8-1383, on March 11, 2008, said Agreement defining the terms and condition of a project to construct improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT."
3. Agreement No. 8-1383 stated that AUTHORITY was to prepare Project Approval and Environmental Document (PA&ED) and was willing to fund one hundred percent (100%) of all PA&ED support costs for PROJECT.
4. In order for the PROJECT to qualify as a Design-Build project in accordance with Public Contract Code Sections 6805 et. seq. in one of STATE's slots if authorized by the California Transportation Commission (CTC), the parties agreed that STATE shall be the Implementing agency for PA&ED.
5. The parties therefore, agreed to replace in its entirety Agreement No. 8-1383 with Replacement Agreement (Amendment No. 1 to Agreement 8-1383), on April 7, 2010, under which AUTHORITY, at its own expense, request STATE to perform certain PA&ED activities and to be the implementing agency for the PA&ED phase.

6. Now, STATE and AUTHORITY agree to replace in its entirety Agreement No. 8-1383 A/1 with Replacement Agreement (Amendment No. 2 to Agreement 8-1383), under which AUTHORITY, at its own expense, apart from requesting STATE to be the implementing agency for the PA&ED phase is requesting STATE to perform herein mentioned procurement activities for the Design-Build portion of PROJECT.
7. As used herein, the term "Design-Build" shall mean and refer to a project delivery process in which both the final design and construction of a project are procured from a single entity.
8. Under the Procurement Process both the final design and construction of a project are procured from a single entity.
9. The Procurement Process for the Design-Build project shall be in accordance with Public Contract Code Sections 6805 et. seq. FHWA Design-Build regulations (23 CFR 636, et. seq. and 23 CRF 771 et. seq.) and STATE's Design-Build Demonstration Program Applicable Standards.
10. Procurement activities for the Design-Build portion of PROJECT include Prepare Request for Qualifications (RFQ), Issue RFQ, Prepare Request for Proposal (RFP), Issue RFP and Award Design-Build Contract hereinafter together referred to as PROCUREMENT, as shown on EXHIBIT A, attached to and made a part of this Agreement.
11. PROCUREMENT activities that will take place prior to PA&ED approval will include Prepare RFQ, Issue RFQ and Prepare RFP. All other PROCUREMENT activities of Issuing RFP and Awarding Design-Build Contract if being performed shall only be performed after PA&ED approval.
12. For the purposes of this Agreement, the term PRELIMINARY ENGINEERING refers to performing as the implementing agency for PA&ED and PROCUREMENT as shown on EXHIBIT A.
13. The Surface Transportation Program (STP) will be used to fund a portion of the PRELIMINARY ENGINEERING for PROJECT to be matched with Measure I funds.
14. AUTHORITY is willing to fund one hundred percent (100%) of all support costs of PRELIMINARY ENGINEERING for PROJECT.
15. AUTHORITY desires to contribute up to \$5,139,166 of STP funds, referred to herein as "FUNDS," to be matched with AUTHORITY's Measure I funds in the amount of \$665,834, referred to herein as "MATCH FUNDS," to be applied toward allowable PROJECT costs as shown on EXHIBIT B, attached to and made a part of this Agreement. AUTHORITY will also continue to contribute an additional \$195,000 of Measure I funds besides the MATCH FUNDS towards PRELIMINARY ENGINEERING as agreed to in Amendment 1 and shown in EXHIBIT B herein.

16. AUTHORITY and STATE hereto intend to define herein the terms and conditions under which PRELIMINARY ENGINEERING for PROJECT is to be fully financed by AUTHORITY.
17. STATE funds will not be used to finance any of the PROJECT support costs except as set forth in this Agreement.
18. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
19. PROJECT's other phases, right of way and Design-Build, will be the subject of a separate future agreement or agreements.
20. This Agreement includes definition of the roles and responsibilities of the STATE as California Environmental Quality Act (CEQA) Lead Agency and AUTHORITY as a CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement also includes definition of the role and responsibilities of the STATE for compliance with National Environmental Policy Act (NEPA), as the Lead Agency.
21. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

STATE AGREES:

1. To provide PRELIMINARY ENGINEERING, serve as the CEQA Lead Agency and the NEPA Lead Agency, and provide all work incidental thereto at one hundred percent (100%) AUTHORITY's expense estimated to be \$6,000,000 as shown on EXHIBIT B, attached to and made a part of this Agreement. If it becomes necessary for an increase in funding for PRELIMINARY ENGINEERING, said increase will be paid in full by AUTHORITY using local funds.
2. To account for all PROJECT costs to be paid for by AUTHORITY pursuant to this Agreement.
3. To submit a monthly progress report to AUTHORITY which describes the PRELIMINARY ENGINEERING performed and completed during the reporting period with pertinent data such as expenditures and percentage progress achieved to date, all in accordance with STATE's standard accounting practices.
4. To process all Federal authorizations, State allocations, and/or State applications for funds on behalf of AUTHORITY, as applicable under Federal and State law, for the contribution of FUNDS and MATCH FUNDS toward PROJECT.
5. To obtain AUTHORITY's approval should additional available FUNDS and/or MATCH FUNDS be required and become available for PROJECT.

6. To submit to AUTHORITY, an invoice for a deposit in the amount of \$50,000 immediately following execution of this Agreement. Said deposit represents one (1) month of the estimated PRELIMINARY ENGINEERING cost, from the MATCH FUNDS for PROJECT. Thereafter, STATE shall prepare and submit to AUTHORITY in arrears, monthly billing statements for AUTHORITY's share from the MATCH FUNDS of the actual expenditures for the PRELIMINARY ENGINEERING costs.
7. All PROJECT work performed by STATE on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow.
8. To prepare, or cause to be prepared, a Project Report (PR), the environmental documentation, including all investigative studies and technical environmental reports, and perform all necessary PRELIMINARY ENGINEERING activities and services, at no cost to STATE.
9. To be responsible for ensuring the applicable and timely investigation of potential hazardous material sites within and outside of the existing State Highway System (SHS) right of way that could impact PROJECT as part of performing any PRELIMINARY ENGINEERING work.

SECTION II

AUTHORITY AGREES:

1. To pay one hundred percent (100%) estimated to be \$6,000,000 for STATE's PRELIMINARY ENGINEERING. If said costs exceed \$6,000,000 and AUTHORITY fails to secure additional funding, STATE shall cease PRELIMINARY ENGINEERING until such funds are forthcoming.
2. STATE may encumber FUNDS, as shown on EXHIBIT B, toward PROJECT.
3. To program, or cause to be programmed, all PROJECT funding in the appropriate Regional Transportation Improvement Program (RTIP), Federal Transportation Improvement Program (FTIP), and State Transportation Improvement Program (STIP) documents, and to process all programming amendments thereto which may be required for any PROJECT funding changes.
4. In the event changes to the FUNDS are necessary, to promptly notify STATE to determine if an amendment to this Agreement should be executed to reflect said changes.
5. To deposit with STATE within twenty-five (25) days of receipt of billing therefore, which billing will be forwarded immediately following execution of this Agreement, the amount of \$50,000 representing one (1) month of the estimated PRELIMINARY ENGINEERING cost from AUTHORITY's MATCH FUNDS for PROJECT. Thereafter, to make payment to STATE within thirty (30) days of receiving the invoice for the prior month's actual expenses. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by AUTHORITY using local funds.

6. AUTHORITY will perform all the work that is under their name in EXHIBIT A at their own expense.

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) and the encumbrance of those FUNDS and MATCH FUNDS to PROJECT.
2. STATE's expenditure of FUNDS and/or MATCH FUNDS under the sole control of AUTHORITY is subject to the earlier programming and appropriation of those funds by AUTHORITY, which acts will not be unreasonably delayed by AUTHORITY.
3. PROCUREMENT activities that will take place prior to PA&ED approval will include Prepare RFQ, Issue RFQ and Prepare RFP. All other PROCUREMENT activities, Issue RFP and Award Design-Build Contract shall only be performed after PA&ED approval, as shown on EXHIBIT A.
4. That Issue RFP and Award Design-Build Contract will not occur until a subsequent agreement or agreements covering Design-Build and right of way phases have been executed.
5. That the RFQ solicitation portion of PROCUREMENT shall inform the proposers of the general status of the CEQA and NEPA process. Parties agree that FHWA's NEPA process established for design-build projects shall be followed (23 CFR 636, et. seq. and 23 CFR 771, et. seq.). Further, performance of prepare RFQ, Issue RFQ and Prepare RFP portion of PROCUREMENT shall not interfere with the CEQA and NEPA process or be performed in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of the CEQA and NEPA review process.
6. That no final design activities shall occur prior to completion of the CEQA and NEPA process.
7. To enter into a separate cooperative agreement or an amendment to this Agreement when funds other than FUNDS and/or MATCH FUNDS that are under the direct control of AUTHORITY are to be contributed toward PROJECT or when any portion of the work on PROJECT is to be performed by AUTHORITY other than already indicated in Exhibit A.
8. In the event of a PRELIMINARY ENGINEERING cost overrun, STATE and AUTHORITY will work cooperatively to identify an acceptable course of action. Additional costs and responsibilities for any required actions that exceed the PRELIMINARY ENGINEERING budgeted costs shall be covered by an amendment to this agreement.

9. The Project Study Report (PSR) for PROJECT, approved on March 3, 2009, is by this reference, made an express part of this Agreement.
10. The basic design features shall comply with those addressed in the approved PSR, unless modified as required for completion of the PROJECT's environmental documentation as determined by the STATE as CEQA and NEPA Lead Agency and/or if applicable, as requested by the STATE or the Federal Highway Administration (FHWA) in conjunction with performance of their respective roles and responsibilities for PROJECT-determined to be a High Profile project in accordance with the Joint Stewardship and Oversight Agreement signed September 4, 2007.
11. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if NEPA applies. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if NEPA applies, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability and prior to STATE's issuance of final CEQA and NEPA determinations.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if NEPA applies, NEPA, this Agreement will be amended to include completion of those additional tasks, with provision for review(s), comment(s), and approval by STATE, at AUTHORITY's expense.

12. STATE agrees to coordinate, obtain, renew, amend and extend, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate regulatory agencies. If the parties agree in writing that AUTHORITY is responsible for coordinating, obtaining, renewing, amending and extending said PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
13. STATE shall be fully responsible for ensuring compliance with, and implementation of, any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost. If the parties agree in writing that AUTHORITY is to become fully responsible for ensuring compliance with, and implementation of, any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or approval(s) for PROJECT, then those said costs shall be a PROJECT cost.

14. Notwithstanding Articles 12 and 13 of this Section III, in the event that Article 1 of Section II occurs, AUTHORITY agrees, at AUTHORITY's cost, to ensure all commitments and conditions set forth in the PROJECT's environmental documentation, permits, agreements or approvals that are required to keep PROJECT in environmental compliance are implemented until additional funds are procured for PROJECT and this Agreement is amended accordingly.
15. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental reports, permits, agreements, and/or approvals for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
16. AUTHORITY, subject to STATE's prior review and approval, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. The cost to review, approve, prepare, submit, publicize and/or circulate the public notice(s) is a PROJECT cost. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if NEPA applies.

STATE shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and all applicable Federal policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) business days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings. The cost to oversee, plan, schedule, hold, and participate in the public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT is a PROJECT cost.

17. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and the NEPA Lead Agency, and AUTHORITY is a CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) business days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and NEPA, related roles and responsibilities.

18. The preparation of the environmental documentation shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
19. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
20. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

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

21. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs associated with HM-1 management activities.

22. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

23. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

24. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
25. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the right of way and Design-Build phases of PROJECT.
26. STATE invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
27. AUTHORITY followed applicable state and federal policies and procedures during the Procurement Process for the PA&ED consultant and the STATE was involved in the selection process.
28. STATE and AUTHORITY will share the completion of activities as shown on EXHIBIT A.
29. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to 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 the SHS and public facilities different from the standard of care imposed by law.
30. 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 AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that, AUTHORITY will 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
31. Neither AUTHORITY 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 conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless AUTHORITY 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
32. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.

33. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
34. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of AUTHORITY, or on December 31, 2018, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CINDY MCKIM
Chief Deputy Director

By: Paul M. Eaton
PAUL M. EATON
Board President

By: Ray Wolfe
RAYMOND W. WOLFE, PhD
District Director

Attest: Anna Aldana
Anna Aldana
Assistant to the Clerk of the Board

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: [Signature]
Attorney,
Department of Transportation

By: Jean-Rene Basle
JEAN-RENE BASLE
Counsel

CERTIFIED AS TO FUNDS:

By: Lisa Pacheco
LISA PACHECO
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: [Signature]
Accounting Administrator

EXHIBIT A
SCOPE SUMMARY

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2	Project Approval and Environmental Document (PA&ED) - 160, 165, 170, 175, 180, 205	X	X	
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT		X	
2.160.05	UPDATED PROJECT INFORMATION		X	
2.160.05.05	APPROVED PID REVIEW		X	
2.160.05.10	GEOTECHNICAL INFORMATION REVIEW		X	
2.160.05.15	MATERIALS INFORMATION REVIEW		X	
2.160.05.20	TRAFFIC DATA AND FORECASTS REVIEW		X	
2.160.05.25	GEOMETRICS REVIEW		X	
2.160.05.30	PROJECT SCOPE REVIEW		X	
2.160.05.35	PROJECT COST ESTIMATE REVIEW		X	
2.160.05.99	OTHER PROJECT INFORMATION PRODUCTS		X	
2.160.10	ENGINEERING STUDIES		X	
2.160.10.10	TRAFFIC FORECASTS/MODELING		X	
2.160.10.15	GEOMETRIC PLANS FOR PROJECT ALTERNATIVES		X	
2.160.10.20	VALUE ANALYSIS		X	
2.160.10.25	HYDRAULICS/HYDROLOGY STUDIES		X	
2.160.10.30	HIGHWAY PLANTING DESIGN CONCEPTS		X	
2.160.10.35	TRAFFIC OPERATIONAL ANALYSIS		X	
2.160.10.40	UPDATED RIGHT OF WAY DATA SHEET		X	
2.160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING		X	
2.160.10.50	RAILROAD STUDY		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.10.55	MULTI-MODAL STUDY			X
2.160.10.60	PARK AND RIDE STUDY			X
2.160.10.65	RIGHT OF WAY RELINQUISHMENT AND VACATION STUDY			X
2.160.10.70	TRAFFIC STUDIES		X	
2.160.10.75	UPDATED MATERIALS INFORMATION		X	
2.160.10.80	UPDATED GEOTECHNICAL INFORMATION		X	
2.160.10.85	STRUCTURES ADVANCE PLANNING STUDY [APS] AND PRELIMINARY ENGINEERING		X	
2.160.10.90	HIGH OCCUPANCY VEHICLE REPORT			X
2.160.10.95	UPDATED PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
2.160.10.99	OTHER ENGINEERING STUDIES		X	
2.160.15	DRAFT PROJECT REPORT		X	
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES		X	
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS		X	
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY	X		
2.160.15.20	DRAFT PROJECT REPORT		X	
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW AND APPROVAL	X		
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS		X	
2.160.20	ENGINEERING AND LAND NET SURVEYS		X	
2.160.20.25	EXISTING RECORDS		X	
2.160.20.30	LAND NET SURVEYS		X	
2.160.20.35	LAND NET MAP		X	
2.160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS		X	
2.160.20.50	CONTROL SURVEYS		X	
2.160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.160.20.60	ENGINEERING SURVEYS		X	
2.160.20.65	AS-BUILT CENTERLINE SURVEYS		X	
2.160.20.70	PAVEMENT SURVEYS		X	
2.160.30	ENVIRONMENTAL STUDY REQUEST	X	X	
2.160.30.05	MAPS FOR ESR		X	
2.160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES		X	
2.160.30.15	PROPERTY ACCESS RIGHTS FOR ENVIRONMENTAL/ENGINEERING STUDIES		X	
2.160.40	NEPA DELEGATION	X		
2.160.45	BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2.165	PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT	X	X	
2.165.05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.05.05	PROJECT INFORMATION REVIEW		X	
2.165.05.10	PUBLIC AND AGENCY SCOPING PROCESS		X	
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY		X	
2.165.05.99	OTHER ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PID		X	
2.165.10	GENERAL ENVIRONMENTAL STUDIES		X	
2.165.10.15	COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X	
2.165.10.20	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION		X	
2.165.10.25	NOISE STUDY		X	
2.165.10.30	AIR QUALITY STUDY		X	
2.165.10.35	WATER QUALITY STUDIES		X	
2.165.10.40	ENERGY STUDIES		X	
2.165.10.45	SUMMARY OF GEOTECHNICAL REPORT		X	
2.165.10.55	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.10.60	LOCATION HYDRAULIC AND FLOODPLAIN STUDY REPORT		X	
2.165.10.65	PALEONTOLOGY STUDY		X	
2.165.10.70	WILD AND SCENIC RIVERS COORDINATION		X	
2.165.10.75	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.165.10.80	HAZARDOUS WASTE INITIAL SITE ASSESSMENTS/INVESTIGATIONS		X	
2.165.10.85	HAZARDOUS WASTE PRELIMINARY SITE INVESTIGATIONS		X	
2.165.10.99	OTHER ENVIRONMENTAL STUDIES		X	
2.165.15	BIOLOGICAL STUDIES		X	
2.165.15.05	BIOLOGICAL ASSESSMENT		X	
2.165.15.10	WETLANDS STUDY		X	
2.165.15.15	RESOURCE AGENCY PERMIT RELATED COORDINATION	X		
2.165.15.20	NATURAL ENVIRONMENT STUDY REPORT		X	
2.165.15.99	OTHER BIOLOGICAL STUDIES		X	
2.165.20	CULTURAL RESOURCE STUDIES		X	
2.165.20.05	ARCHAEOLOGICAL SURVEY		X	
2.165.20.05.05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.05.10	NATIVE AMERICAN CONSULTATION		X	
2.165.20.05.15	RECORDS AND LITERATURE SEARCH		X	
2.165.20.05.20	FIELD SURVEY		X	
2.165.20.05.25	ARCHAEOLOGICAL SURVEY REPORT		X	
2.165.20.05.99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
2.165.20.10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
2.165.20.10.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.10.10	EXTENDED PHASE I PROPOSAL		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.10.15	EXTENDED PHASE I FIELD INVESTIGATION		X	
2.165.20.10.20	EXTENDED PHASE I MATERIALS ANALYSIS		X	
2.165.20.10.25	EXTENDED PHASE I REPORT		X	
2.165.20.10.99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.15	PHASE II ARCHAEOLOGICAL STUDIES		X	
2.165.20.15.05	NATIVE AMERICAN CONSULTATION		X	
2.165.20.15.10	PHASE II PROPOSAL		X	
2.165.20.15.15	PHASE II FIELD INVESTIGATION		X	
2.165.20.15.20	PHASE II MATERIALS ANALYSIS		X	
2.165.20.15.25	PHASE II REPORT		X	
2.165.20.15.99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
2.165.20.20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	
2.165.20.20.05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
2.165.20.20.10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
2.165.20.20.15	HISTORIC RESOURCES EVALUATION REPORT - ARCHITECTURE		X	
2.165.20.20.20	BRIDGE EVALUATION		X	
2.165.20.20.99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
2.165.20.25	CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
2.165.20.25.05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
2.165.20.25.10	PRC 5024.5 CONSULTATION		X	
2.165.20.25.15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT		X	
2.165.20.25.20	FINDING OF EFFECT		X	
2.165.20.25.25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
2.165.20.25.30	MEMORANDUM OF AGREEMENT		X	

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.165.20.25.99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
2.165.25	DRAFT ENVIRONMENTAL DOCUMENT	X	X	
2.165.25.05	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS	X		
2.165.25.10	SECTION 4(F) EVALUATION	X	X	
2.165.25.15	CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION			X
2.165.25.20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
2.165.25.25	APPROVAL TO CIRCULATE RESOLUTION	X		
2.165.25.30	ENVIRONMENTAL COORDINATION	X		
2.165.25.99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.165.30	NEPA DELEGATION	X		
2.170	PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PA&ED COMPONENT	X		
2.170.05	REQUIRED PERMITS	X		
2.170.10.60	UPDATED ENVIRONMENTAL COMMITMENTS RECORD	X		
2.170.10.95	OTHER PERMITS			X
2.170.15	RAILROAD AGREEMENTS			X
2.170.15.05	PLAN APPROVAL			X
2.170.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES			X
2.170.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES			X
2.170.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT			X
2.170.15.25	PUC EXHIBITS AND APPLICATION			X
2.170.15.99	OTHER RAILROAD AGREEMENT PRODUCTS			X
2.170.20	FREEWAY AGREEMENTS			X
2.170.20.05	DRAFT FREEWAY AGREEMENT			X

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.170.20.10	DRAFT FREEWAY AGREEMENT REVIEW			X
2.170.20.15	FINAL FREEWAY AGREEMENT			X
2.170.20.20	EXECUTED FREEWAY AGREEMENT			X
2.170.20.99	OTHER FREEWAY AGREEMENT PRODUCTS			X
2.170.25	AGREEMENT FOR MATERIAL SITES			X
2.170.30	EXECUTED MAINTENANCE AGREEMENT			X
2.170.40	ROUTE ADOPTIONS			X
2.170.40.05	ROUTE ADOPTION MAP			X
2.170.40.10	NEW CONNECTION REQUEST AND ROUTE ADOPTION CTC SUBMITTAL			X
2.170.40.15	ROUTE ADOPTION AND PUBLIC ROAD CONNECTION PLACED ON CTC AGENDA			X
2.170.40.99	OTHER ROUTE ADOPTION PRODUCTS			X
2.170.45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)			X
2.170.55	NEPA DELEGATION	X		
2.175	CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X		
2.175.05	DED CIRCULATION	X	X	
2.175.05.05	MASTER DISTRIBUTION AND INVITATION LISTS		X	
2.175.05.10	NOTICES REGARDING PUBLIC HEARING AND AVAILABILITY OF DRAFT ENVIRONMENTAL DOCUMENT		X	
2.175.05.15	DED PUBLICATION AND CIRCULATION		X	
2.175.05.20	FEDERAL CONSISTENCY DETERMINATION (COASTAL ZONE)			X
2.175.05.99	OTHER DED CIRCULATION PRODUCTS		X	
2.175.10	PUBLIC HEARING	X	X	
2.175.10.05	NEED FOR PUBLIC HEARING DETERMINATION	X		
2.175.10.10	PUBLIC HEARING LOGISTICS		X	

District Agreement No. 8-1383 A/2

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.175.10.15	DISPLAYS FOR PUBLIC HEARING		X	
2.175.10.20	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED		X	
2.175.10.25	MAP DISPLAY AND PUBLIC HEARING PLAN		X	
2.175.10.30	DISPLAY PUBLIC HEARING MAPS		X	
2.175.10.35	PUBLIC HEARING		X	
2.175.10.40	RECORD OF PUBLIC HEARING		X	
2.175.10.99	OTHER PUBLIC HEARING PRODUCTS		X	
2.175.15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	X	X	
2.175.20	PROJECT PREFERRED ALTERNATIVE	X		
2.175.25	NEPA DELEGATION	X		
2.180	PREPARE AND APPROVE PROJECT REPORT AND FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.05	FINAL PROJECT REPORT		X	
2.180.05.05	UPDATED DRAFT PROJECT REPORT		X	
2.180.05.10	APPROVED PROJECT REPORT	X		
2.180.05.15	UPDATED STORM WATER DATA REPORT		X	
2.180.05.99	OTHER PROJECT REPORT PRODUCTS		X	
2.180.10	FINAL ENVIRONMENTAL DOCUMENT	X	X	
2.180.10.05	APPROVED FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.10.05.05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW	X		
2.180.10.05.10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT	X		
2.180.10.05.15	SECTION 4(F) EVALUATION		X	
2.180.10.05.20	FINDINGS	X		
2.180.10.05.25	STATEMENT OF OVERRIDING CONSIDERATIONS	X		

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
2.180.10.05.30	CEQA CERTIFICATION	X		
2.180.10.05.35	FHWA APPROVAL	X		
2.180.10.05.40	SECTION 106 CONSULTATION AND MOA	X		
2.180.10.05.45	SECTION 7 CONSULTATION	X		
2.180.10.05.50	FINAL SECTION 4(F) STATEMENT	X		
2.180.10.05.55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X		
2.180.10.05.65	SECTION 404 COMPLIANCE	X		
2.180.10.05.70	MITIGATION MEASURES	X		
2.180.10.10	PUBLIC DISTRIBUTION OF FED AND RESPOND TO COMMENTS	X		
2.180.10.15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X	
2.180.10.99	OTHER FED PRODUCTS	X		
2.180.15	COMPLETED ENVIRONMENTAL DOCUMENT	X		
2.180.15.05	RECORD OF DECISION (NEPA)			X
2.180.15.10	NOTICE OF DETERMINATION (CEQA)	X		
2.180.15.20	ENVIRONMENTAL COMMITMENTS RECORD		X	
2.180.15.99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X	
2.180.20	NEPA DELEGATION	X		
3.185.15.10	PROPOSED GEOMETRICS REVIEW		X	
3.185.25.15	RIGHT OF WAY REQUIREMENT MAPS		X	
3.185.25.30	UTILITY CONFLICT MAPS		X	
3.185.20.99	FAULT RAPTURE STUDY		X	
3.185.99.05	PREPARE RFQ	X		
3.185.99.10	ISSUE RFQ	X		

District Agreement No. 8-1383 A/2

<u>WBS Code</u>	<u>WBS Description</u>	<u>STATE</u>	<u>AUTHORITY</u>	<u>N/A</u>
3.205	OBTAIN PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS	X		
3.205.60	FREEWAY AGREEMENTS	X		
3.205.65	ROUTE ADOPTIONS			X
3.230.99.05	PREPARE RFP	X		
3.230.99.10	ISSUE RFP	X		
3.265.99	AWARD DESIGN-BUILD CONTRACT	X		

EXHIBIT B
COST ESTIMATE

PHASE	STATE's SHARE	AUTHORITY's SHARE	
		STP	Measure I
PRELIMINARY ENGINEERING	\$0		\$195,000
PRELIMINARY ENGINEERING	\$0	\$5,139,166	\$665,834 MATCH FUNDS
TOTAL	\$0 (0%)	\$6,000,000 (100%)	



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



- 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 2, 2010

Subject: Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with the California Department of Transportation (Caltrans) for the Preliminary Engineering Phase of the I-15/I-215 Devore Interchange Improvements Project

*Recommendation:** Approve Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with Caltrans for execution of the Preliminary Engineering Phase of the I-215 Devore Interchange Improvements Project from SANBAG to Caltrans District 8 increasing the SANBAG contribution from \$195,000 to \$6,000,000.00.

Background: **This is an amendment to an existing cooperative agreement with Caltrans.** The SANBAG Board approved a cooperative agreement with Caltrans in February, 2008 establishing the roles and responsibilities and level of oversight between the two agencies for the PA & ED phase of the I-15/I-215 Devore Interchange Improvements Project. The SANBAG Board at its January, 2010 meeting approved proceeding with a design build delivery method, submitting an application to the CTC through Caltrans for design build approval and negotiating with Caltrans on defining roles and responsibilities whereby Caltrans would be designated as the lead agency for the project as it moves forward. The SANBAG Board at its April, 2010 meeting approved a cooperative agreement amendment designating Caltrans as the lead agency for all phases of the project in order for the project to be eligible for one of the 10 available State spots for potential design build projects according to Senate Bill 4 (SBX2 4).

<p>Approved Consent</p>	<p style="text-align: center;"><i>Approved Board of Directors</i></p> <p style="text-align: center;"><i>Date: June 2, 2010</i></p> <p style="text-align: center;"><i>Moved: Yates Second: Derry</i></p> <p style="text-align: center;"><i>In Favor: 27 Opposed: 0 Abstained: 0</i></p> <p style="text-align: center;"><i>Witnessed: <u>Anna Aldara</u></i></p>
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Overlapping with the Project Approval/Environmental Document phase of the project and extending beyond that phase will be the procurement phase of the project which will result in the development of a procurement package for selection of a design build firm. The procurement phase of the project will consist of both the production of a Request for Qualifications (RFQ) package to shortlist qualified design-build firms, and a Request for Proposal (RFP) package. The RFP will define the project by a preliminary design package and the contractual package and will solicit a proposal for the project. The design and contractual development of these products along with the effort associated with evaluation of the submittals and negotiations leading to a final contract will entail significant effort. As the lead agency, Caltrans will be responsible to produce these packages with support and oversight as needed by SANBAG and evaluate the submitted qualifications and proposals. This agreement covers both the work associated with the Procurement Phase of the project as well as the PA/ED phase and will supersede the previous amendment. The agreement specifies roles and responsibilities between Caltrans and SANBAG and makes provision for compensating Caltrans for their staff time in executing both the PA/ED and procurement phases of the project.

Financial Impact: This work will be funded through Measure I 2010-2040 funds and is consistent with the 09/10 fiscal year budget. Caltrans will obligate and seek direct reimbursement on \$5,139,166 in local Surface Transportation Program (STP) funding that is contributed from SANBAG to Caltrans as part of this cooperative agreement. Task 88010000

Reviewed By: This item was reviewed and unanimously recommend for approval by the Major Projects Committee on April 15, 2010. SANBAG Counsel has reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction



San Bernardino Associated Governments

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

Minute Action

AGENDA ITEM: 8

Date: June 2, 2010

Subject: Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with the California Department of Transportation (Caltrans) for the Preliminary Engineering Phase of the I-15/I-215 Devore Interchange Improvements Project

Recommendation:* Approve Amendment No. 2 to Cooperative Agreement C08139 (Caltrans Agreement 08-1383) with Caltrans for execution of the Preliminary Engineering Phase of the I-215 Devore Interchange Improvements Project from SANBAG to Caltrans District 8 increasing the SANBAG contribution from \$195,000 to \$6,000,000.00.

Background: **This is an amendment to an existing cooperative agreement with Caltrans.** The SANBAG Board approved a cooperative agreement with Caltrans in February, 2008 establishing the roles and responsibilities and level of oversight between the two agencies for the PA & ED phase of the I-15/I-215 Devore Interchange Improvements Project. The SANBAG Board at its January, 2010 meeting approved proceeding with a design build delivery method, submitting an application to the CTC through Caltrans for design build approval and negotiating with Caltrans on defining roles and responsibilities whereby Caltrans would be designated as the lead agency for the project as it moves forward. The SANBAG Board at its April, 2010 meeting approved a cooperative agreement amendment designating Caltrans as the lead agency for all phases of the project in order for the project to be eligible for one of the 10 available State spots for potential design build projects according to Senate Bill 4 (SBX2 4).

*

Approved Consent

Approved
Board of Directors

Date: June 2, 2010

Moved: Yates Second: Derry

In Favor: 27 Opposed: 0 Abstained: 0

Witnessed: Anna Aldera

Overlapping with the Project Approval/Environmental Document phase of the project and extending beyond that phase will be the procurement phase of the project which will result in the development of a procurement package for selection of a design build firm. The procurement phase of the project will consist of both the production of a Request for Qualifications (RFQ) package to shortlist qualified design-build firms, and a Request for Proposal (RFP) package. The RFP will define the project by a preliminary design package and the contractual package and will solicit a proposal for the project. The design and contractual development of these products along with the effort associated with evaluation of the submittals and negotiations leading to a final contract will entail significant effort. As the lead agency, Caltrans will be responsible to produce these packages with support and oversight as needed by SANBAG and evaluate the submitted qualifications and proposals. This agreement covers both the work associated with the Procurement Phase of the project as well as the PA/ED phase and will supersede the previous amendment. The agreement specifies roles and responsibilities between Caltrans and SANBAG and makes provision for compensating Caltrans for their staff time in executing both the PA/ED and procurement phases of the project.

Financial Impact: This work will be funded through Measure I 2010-2040 funds and is consistent with the 09/10 fiscal year budget. Caltrans will obligate and seek direct reimbursement on \$5,139,166 in local Surface Transportation Program (STP) funding that is contributed from SANBAG to Caltrans as part of this cooperative agreement. Task 88010000

Reviewed By: This item was reviewed and unanimously recommend for approval by the Major Projects Committee on April 15, 2010. SANBAG Counsel has reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction