

SANBAG 04-050
08-Sbd-10-KP 40.7/43.9
(PM 25.3/27.2)
Interchange Reconstruction
I-10/Tippecanoe Avenue
Cities of Loma Linda and
San Bernardino
08303 - EA 448100
District Agreement No. 08-1229

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON 2/4/04, 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 Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of Loma Linda and the City of San Bernardino.
2. AUTHORITY desires to provide all necessary preliminary engineering up to and including Project Report and Environmental Documentation for the State highway improvements consisting of reconstruction of the Interstate 10/Tippecanoe Avenue Interchange, ramp improvements and reconfiguration, and local street improvements, 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 environmental and preliminary engineering activities.
3. STATE's funds will not be used to finance any of the capital and support costs for PROJECT.
4. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
5. Design, Right of Way, and Construction phases of PROJECT will be the subject of separate future Agreements.

6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all preliminary engineering, including, but not limited to, costs incurred for the Project Report, Environmental Documentation, and the Geometric Approval Drawings (GAD) for PROJECT.
2. To have a Project Report (PR) including all necessary Environmental Documentation (ED), prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR, ED, and GAD's for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR, conduct environmental studies and obtain approval for PROJECT. AUTHORITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
4. To not use funds from STATE for any capital and support costs for PROJECT.
5. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR and/or ED.
6. To be responsible, at AUTHORITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT. If AUTHORITY encounters hazardous material or contamination within the existing State highway right of way during said investigation, AUTHORITY shall immediately notify STATE and responsible control agencies of such discovery.
7. To obtain, at AUTHORITY's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
8. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.

9. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index - two prints and a copy of the negative, and the original aerial photography negative.
10. Any Engineering services required for PROJECT are to be performed by AUTHORITY. If AUTHORITY requests STATE to perform any of these services, AUTHORITY 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 AUTHORITY, to issue, at no cost to AUTHORITY, an encroachment permit to AUTHORITY authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PR, ED, and GAD. If AUTHORITY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.
2. At no cost to AUTHORITY, to provide quality assurance activities of all work on PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by AUTHORITY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by AUTHORITY, and to cooperate in timely processing of 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 to STATE for the purposes of fulfilling STATE's obligations herein.

2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by AUTHORITY's Executive Director or other official designated by AUTHORITY and STATE's District Director for District 8 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. The Project Study Report (PSR) for PROJECT, approved on August 27, 2002, is by this reference, made an express part of this Agreement.
4. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PSR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
5. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies 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 investigative studies requiring the same defined remedy or remedial action shall be the responsibility of AUTHORITY. For the purpose of this Agreement, hazardous material or contamination 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. If AUTHORITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way and AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If AUTHORITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required 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 AUTHORITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. AUTHORITY 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, AUTHORITY will have the option to either delay PROJECT until STATE is able to provide funding or AUTHORITY may proceed with the remedy or remedial action at AUTHORITY's expense without any subsequent reimbursement by STATE.

6. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way during investigative studies shall be the responsibility of AUTHORITY, at AUTHORITY's expense, if AUTHORITY decides to proceed with PROJECT. For the purposes of this Agreement, 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 not proceed. AUTHORITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If AUTHORITY decides to not proceed with PROJECT, there will be no obligation to either AUTHORITY or STATE other than AUTHORITY's duty to cover and protect HM-2 material left in place.
7. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by AUTHORITY for PROJECT, AUTHORITY, as between AUTHORITY and STATE only, shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 15 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or AUTHORITY, as a last resort, shall sign the manifest.
8. 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 material.
9. 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 AUTHORITY 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.
10. A separate Cooperative Agreement will be required to cover responsibilities and funding for the design, right of way, and construction phases of PROJECT.
11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or right 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 State highways and public facilities different from the standard of care imposed by law.

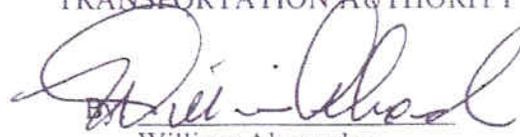
12. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
13. Neither AUTHORITY nor any officer or employee thereof is responsible for any 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 delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall 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 for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
14. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
15. Except as otherwise provided in Article 14 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on December 31, 2008, whichever is earlier in time.

Signatures are on the following page.

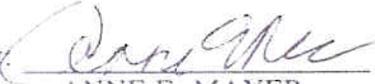
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

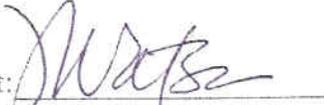
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

JEFF MORALES
Director of Transportation

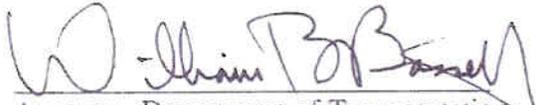


William Alexander
Board President

By: 
ANNE E. MAYER
District 08 Director

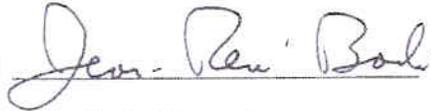
Attest: 
Vicki Watson
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:


Attorney, Department of Transportation

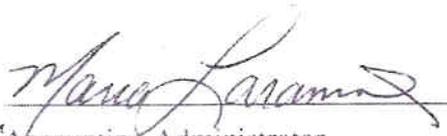
APPROVED AS TO FORM AND
PROCEDURE:

CERTIFIED AS TO FUNDS:

By: 
Jean-Rene Basle, Counsel


District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:


Accounting Administrator

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed improvement of Tippecanoe Avenue / I-10 Interchange.

1. AUTHORITY and STATE concur that the proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
2. STATE will monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to, but not including advertising of PROJECT.
3. STATE will provide the revised freeway agreement and obtain approval of the new public road connection(s), if any, from the California Transportation Commission.
4. All phases of the project, from inception through construction, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
5. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE and AUTHORITY staff.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY (Check one)	
	STATE	AUTHORITY
ENVIRONMENTAL ANALYSIS AND DOCUMENT PREPARATION		
Provide Quality Control		X
Provide Quality Assurance	X	
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies & Reports		X
Review and Approve Environmental Studies & Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
PROJECT GEOMETRICS DEVELOPMENT		
Provide Quality Control		X
Provide Quality Assurance	X	
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles (GAD)		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Approve Project Geometrics and Operational Analysis	X	
PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies its ED in Accordance with Procedures	X	
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	
Perform Value Analysis		X
Storm Water Report		X
Review and Approve Storm Water Report	X	
Recommendations of Value Analysis		X

**ATTACHMENT 2
DESIGN PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY (Check one)	
	STATE	AUTHORITY
PRELIMINARY COORDINATION		
Provide Quality Control		X
Provide Quality Assurance	X	
Request 1 – Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
ENGINEERING STUDIES AND REPORTS		
Provide Quality Control		X
Provide Quality Assurance	X	
Prepare & Submit Materials Report & Typical Section		X
Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Approve Hydraulic Design Studies	X	
R/W ACQUISITION & UTILITIES		
(Used when <u>qualified</u> AUTHORITY is performing R/W activities)		
Provide Quality Control		X
Provide Quality Assurance	X	
Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review & Approval		X
R/W Requirements	X	
Submit Final R/W Requirements for Approval		X
Fence and Excess Land Review		X
Request R/W Datasheet Update		X
Provide R/W Datasheet Update	X	

ATTACHMENT 3

TIPPECANOE AVENUE / I-10 INTERCHANGE

Description of Facility

It is proposed to improve the Interstate 10 (I-10) Tippecanoe Avenue interchange by ramp improvements and reconfigurations, bridge widening or replacement, and local street improvements in the cities of San Bernardino and Loma Linda, in San Bernardino County. Also proposed would be the construction of a new road along the Evans Street corridor from Barton Road to I-10.

Design Speed of Interstate 10

The design speed of I-10 at the project location is 120 kmh. The design speed for all local roads is 72 kmh.

Number of Through Lanes

I-10, in the Cities of San Bernardino and Loma Linda, is an eight-lane facility with four mixed flow lanes in each direction separated by median with concrete barrier. The existing freeway consists of eight 3.66m (12 feet), four lanes in each direction with 3.05m outside shoulders. The median is 10.97 meters.

Auxiliary Lanes

Auxiliary lanes are likely but exact numbers and configurations will be determined in the design phase.

Location of I-10/Tippecanoe Interchange

Tippecanoe Avenue Interchange is located on Interstate 10 (KP 40.7/43.9) in the Cities of San Bernardino and Loma Linda, between San Timoteo Creek and Laurelwood Drive in San Bernardino County.

Special Features

Special features such as sound walls, transportation system management plan, HOV lanes, bridge widening, ramp metering and other features will be determined during design phase.

Mandatory and Advisory Design Standards

Exceptions to these standards will be determined on completion of Geometrical Approval Drawings (GAD) in Project Report phase.

Minute Action

AGENDA ITEM: 9

Date: February 4, 2004

Subject: Interstate 10/Tippecanoe Interchange Cooperative Agreement with Caltrans

Recommendation: Approve Cooperative Agreement No. 04-050 with Caltrans establishing terms and conditions for project development of the Interstate 10/Tippecanoe Interchange.

Background: **This is a new Cooperative Agreement.** This is a no-cost administrative action establishing terms and conditions for work that is currently underway.

Pending the outcome of the 2004-05 Federal Appropriations process, \$14.75 million of federal and state discretionary funds have been accumulated for the reconstruction of the Interstate 10-Tippecanoe Interchange located within the cities of Loma Linda and San Bernardino. By request of the two cities, SANBAG has taken the lead as project manager and has received authorization from the Federal Highway Administration that the federal funding earmarked for this project can be used for all phases of the project including project development costs such as preliminary engineering. In August 2003, the SANBAG Board approved using the Measure I Major Projects funds to cover the 20% match required for Federal funds.

This agreement, in itself, is a no cost agreement but does require that SANBAG fully fund all project development work, including the Project Report (PR), Environmental Documentation, and Geometric Approval Drawings (GADs). In 1998, the SANBAG Board approved a contract with Tetra Tech to perform this work. The PR and Environmental work are currently underway and GADs can be

Approved Consent

Approved
San Bernardino Associated Governments
Board of Directors

Date: February 4, 2004

Moved: Burgnon *Second: Biane*

In Favor: 27 *Opposed: 0* *Abstained: 0*

Witnessed: _____

started following acceptance of the Project Report by Caltrans. The total cost of this project development work is estimated at \$1.1 million.

Financial Impact: This action imposes no new financial impact. TN 0427200

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2004.

Responsible Staff: Darren Kettle, Director of Freeway Construction