

SANBAG Contract No. 01-022

by and between

San Bernardino Associated Governments

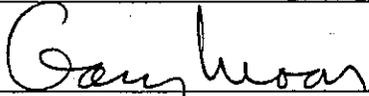
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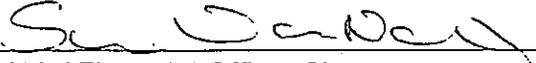
Caltrans

for

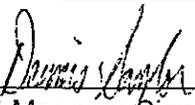
Design of I-215, Segment 1, Rialto to 9th Street

FOR ACCOUNTING PURPOSES ONLY		
<input type="checkbox"/> Payable	<input type="checkbox"/> Receivable	Vendor Contract No: 8-965
Task No. 0225300		Cost Code: 5011
Contract/Amendment Amount: \$ 0		Total Contract Amount: \$ 0
Contingency Amount: \$ 0 Requires specific authorization by Task Manager prior to release.		
Funding Sources		Amounts
1		\$
2		\$
3		\$
4		\$
Contract Approval Date: Nov 7, 2001 Feb. 6, 2002	Effective Date: Nov 7, 2001 Feb 6, 2002	Contract Ending Date: June 10, 2010
If this is a multi-year contract, please allocate costs among fiscal years:		
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, is the budget amendment attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		If 1099 is required, enter Federal ID/SSN: _____
CONTRACT MANAGEMENT		
Please mark an "X" next to all that apply:		
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local <input type="checkbox"/> Disadvantaged Business Enterprise / Women Business Enterprise / Disadvantaged Veteran's Enterprise _____% Other: _____		
Task Manager: Gary Moon		Contract Manager: Dennis Saylor



 Task Manager Signature


 Chief Financial Officer Signature



 Contract Manager Signature

01-022

08-SBd-215-10.6/12.3

(PM R6.7/7.7)

Reconstruction/Realignment and
Widening from Rialto Avenue to
9th Street in San Bernardino

08303 - 007140 SEGMENT 1

District Agreement No. 8-965

01-0228

DESIGN
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on FEB. 06, 2002, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

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 County of San Bernardino.
- (2) AUTHORITY desires to reconstruct Interstate 215 between Rialto Avenue and 9th Street with ramps, HOV lanes, and improvements to local streets within the City of San Bernardino, referred to herein as "PROJECT".
- (3) AUTHORITY desires to prepare the PROJECT Plans, Specifications and Estimate (PS&E) in accordance with the approved Project Report (PR) dated May, 1992, as approved on June 23, 1992, the approved Supplemental Draft Project Report (SDPR) approved on February 2, 1999, and the approved Final Supplemental Project Report, and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs for said PS&E, except for those costs to be incurred by STATE to perform necessary planning phase activities, environmental clearance, preliminary coordination and oversight of PS&E preparation activities as defined in Attachment 2, which is attached to and made a part of this Agreement.

- (4) A portion of this project, is funded with Measure I funds. Measure I was approved by San Bernardino County voters in November, 1989.
- (5) This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
- (6) Construction of said PROJECT will be the subject of a separate future Cooperative Agreement.
- (7) The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.
- (8) Separate Agreements will be required with Burlington Northern Santa Fe (BNSF) and Metrolink prior to PROJECT construction to facilitate work within railroad right of way affected by PROJECT.

SECTION I

AUTHORITY AGREES:

- (1) To fund one hundred percent (100%) of all PS&E costs, including, but not limited to, costs for preparation of contract documents, advertising and awarding the PROJECT construction contract.
- (2) To prepare and submit all necessary PS&E including R/W requirement maps at no cost to STATE for review and approval by STATE at appropriate stages of development. Final PS&E shall be signed by a Civil Engineer, registered in the State of California and acting for AUTHORITY.
- (3) To permit STATE to participate in the selection of personnel who will prepare the PS&E. 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 PROJECT scope of services, attached and made a part of this agreement, and/or other pertinent criteria.
- (4) Personnel who prepare the PS&E shall be available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.

- (5) To make written application to STATE for necessary Encroachment Permits authorizing entry onto STATE's right of way to perform surveys and other investigative activities required for preparation of PS&E for PROJECT.
- (6) To jointly participate with STATE in the identification of all utility facilities and potential utility conflicts within the PROJECT area as part of AUTHORITY's PROJECT design responsibility. All utility facilities not relocated or removed in advance of construction shall be identified on the PROJECT plans.
- (7) If AUTHORITY desires to have STATE advertise, award and administer the construction contract for PROJECT, AUTHORITY shall provide all plans prepared by AUTHORITY or AUTHORITY's consultant on either 4 or 8 millimeter magnetic tape using Micro Station Release 5.0 .dgn files, and/or Micro Station SE VO5.07 Rev. 22 in UNIX TAR or CPIO format, or ISO 9660 Standard CD Rom format. One copy of the data on the magnetic tape, including the Engineer's electronic signature and seal, shall be provided to STATE upon completion of the final PS&E for PROJECT. STATE reserves the right to modify the magnetic tape requirements and STATE shall provide AUTHORITY advance notice of any such modifications.
- (8) Upon completion and approval of PROJECT, to provide STATE with all design documentation, survey notes and PS&E relating to PROJECT, and specifically Segment 1, which materials are necessary for the development of PS&E for future segments which may be undertaken by STATE.

SECTION II

STATE AGREES:

- (1) To provide, at no cost to AUTHORITY, an approved Project Report dated June 23, 1992, and an approved Supplemental Draft Project Report (SDPR) approved on February 2, 1999, and an approved Final Supplemental Project Report, an Environmental Clearance, Record of Decision and any other documentation required for PROJECT approval and to provide, at no cost to AUTHORITY, oversight of PROJECT with prompt reviews and approvals as appropriate for submittals by AUTHORITY and to cooperate in the timely processing of PROJECT documentation.
- (2) To perform all right of way and utility activities mandated by this Agreement, including potholing and relocation surveys for utilities, flagging for agents, and such other activities as are identified as STATE's responsibility on Attachment 2, and in compliance with all applicable State and Federal laws and regulations.

- (3) To provide right of way acquisition services for PROJECT, as defined in Attachment 2.
- (4) To issue, at no cost to AUTHORITY, upon proper written application by AUTHORITY, an Encroachment Permit to AUTHORITY authorizing entry onto STATE's right of way to perform survey and other investigative activities for utility identification and location as required for preparation of PS&E. If AUTHORITY uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain an Encroachment Permit. The permits will be issued at no cost upon proper application by AUTHORITY and/or AUTHORITY's consultant.
- (5) To provide AUTHORITY, at no cost to AUTHORITY, all available existing route control surveys, topographic mapping and engineering required to establish the final location of the PROJECT centerline as required by AUTHORITY for final PS&E design work.
- (6) To provide all available plans (hard copy and electronic), design documentation, studies, and reports to AUTHORITY which have been prepared by STATE for PROJECT or for applicable portions of other Segments which immediately adjoin or impact PROJECT. STATE shall provide all electronic information on 8 millimeter magnetic tape using Intergraph micro Station Version 5.0 in UNIX TAR or CPIO file format.

SECTION III

IT IS MUTUALLY AGREED:

- (1) All obligations of STATE assumed under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
- (2) The parties hereto will carry out PROJECT in accordance with the Scope of Services, attached to and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The Scope of Services may be modified in the future in writing to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by AUTHORITY's President or other official designated by AUTHORITY and by STATE's District Director for District 8 and shall become a part of this Agreement after execution of the amended Scope of Service by the respective parties.
- (3) The Project Report (PR) for PROJECT approved on June 23, 1992, and the approved Supplemental Draft Project Report approved on February 2, 1999, and the approved Final Supplemental Project Report by this reference, shall become part of this Agreement.

- (4) The Basic Design Features (as defined in the Scope of Services for PROJECT) shall comply with those addressed in the approved PR, SDPR, and the approved Final SPR, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
- (5) The Design PS&E, right of way acquisition, and preparation of Environmental Re-evaluation documents for PROJECT shall be performed in accordance with STATE standards and practices current as of the date of execution of this Agreement. Any exceptions to applicable design standards must first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE or AUTHORITY proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done in accordance with STATE's memorandum "Effective Date for Implementing Revisions to Design Standards", dated February 8, 1991. STATE shall consult with AUTHORITY in a timely manner regarding the effect of any proposed and/or required PROJECT changes.
- (6) AUTHORITY's agreed share of all changes in development costs associated with modifications to the basic design features as described above shall be in the same proportion as is described in this Agreement, unless otherwise mutually agreed by STATE and AUTHORITY in a subsequent amendment to this Agreement.
- (7) Any hazardous material or contamination of the HM-1 category found within the existing State highway right of way 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, at STATE expense. For the purpose of this Agreement any hazardous material or contamination of the HM-1 category is defined as hazardous material which State or Federal regulatory control agencies having jurisdiction have determined must be remediated regardless of whether disturbed by PROJECT or not. STATE shall sign the manifest. If STATE's cost for remedy or remedial action is increased due to PROJECT, the additional cost shall be borne by AUTHORITY. 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 proceed with the remedy or remedial action at AUTHORITY expense without any subsequent assurance of reimbursement by STATE.
- (8) Any hazardous material or contamination of the HM-2 category found within the existing State highway right of way shall be the responsibility of AUTHORITY, at AUTHORITY expense, if AUTHORITY decides to proceed with PROJECT. For the purpose of this Agreement any hazardous material or contamination of the HM-2 category is defined as

material which said regulatory control agencies would have not regulated or would have allowed to remain in place undisturbed or otherwise protected in place should PROJECT not proceed. AUTHORITY and STATE shall jointly sign the manifest. If AUTHORITY decides to not proceed with PROJECT there will be no obligation to either AUTHORITY or STATE.

- (9) If hazardous material or contamination of either HM-1 or HM-2 category is found on new State highway right of way to be acquired for PROJECT. AUTHORITY shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection. The property owner, whether a private entity or a local public agency, shall sign the manifest.
- (10) A separate Cooperative Agreement will be required to cover responsibilities and funding for the PROJECT construction phase.
- (11) STATE and AUTHORITY agree to pursue a "Value Analysis" study of the I-215 corridor between I-10 and State Route 210 (30). Said study will include a reevaluation of the "Preferred Alternative" as recommended in the preliminary design. STATE agrees to pay for the Value Analysis Study. The final selected alternative for Segment 1 shall be mutually agreed upon following completion of the Value Analysis Study and shall be approved in the Final SUPPLEMENTAL PROJECT REPORT.
- (12) 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 State highways different from the standard of care imposed by law.
- (13) 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 the State of California, all 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.

- (14) 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 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.
- (15) This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
- (16) Except as otherwise provided in Article (15) above, this Agreement shall terminate upon completion of right of way activities or acceptance of the construction contract for PROJECT, or on June 30, 2010, whichever is later in time.

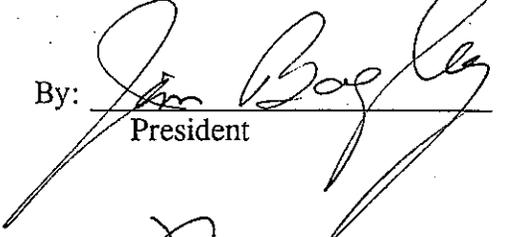
Note: Signatures on following page.

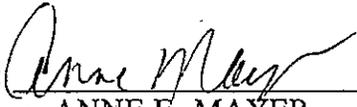
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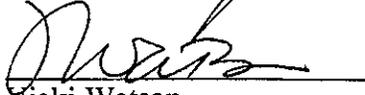
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF SAN BERNARDINO
ASSOCIATED GOVERNMENTS

JEFF MORALES
Director of Transportation

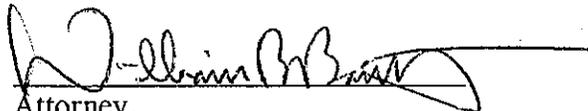
By: 
President

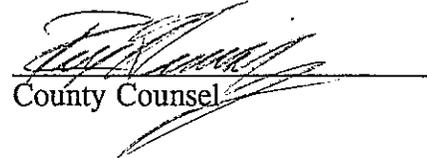
By: 
ANNE E. MAYER
District Director

Attest: 
Vicki Watson
Secretary

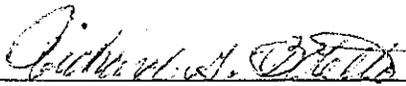
APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
LEGALITY:

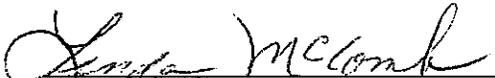

Attorney,
Department of Transportation


County Counsel

CERTIFIED AS TO FUNDS:


District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:


Accounting Administrator

SCOPE OF SERVICES

005228

This Scope of Services outlines the specific areas of responsibility for various project development activities for the proposed highway improvements consisting of reconstructing Interstate 215, from Rialto Avenue to 9th Street, including the realignment of I-215 mainline, the addition of HOV lanes, and improvements to local street and ramp modifications in accordance with the Approved Project Report Approved on June 23, 1992, the Approved Supplemental Draft Project Report approved on February 2, 1999, and the Approved Final Supplemental Project Report.

1. STATE is the Lead Agency for CEQA and FHWA is the lead agency for NEPA. STATE is processing the reports and obtaining approval of the PROJECT and Environmental Reevaluation (ER) by the Federal Highway Administration (FHWA).
2. AUTHORITY and STATE concur that the proposed PROJECT is a Category 3 as defined in STATE's Project Development Procedures Manual.
3. STATE will prepare and submit drafts of environmental technical reports and individual sections of the draft Environmental Re-evaluation documents to AUTHORITY, as they are developed, for review and comment. Traffic counts and projections and existing traffic data to be used in the various reports shall be supplied to STATE by AUTHORITY.
4. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to, but not including, advertising of PROJECT.
5. STATE will prepare the revised freeway agreement and obtain approval of the new public road connection from the California Transportation Commission.
6. 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.
7. Detailed steps in the project development process and right of way activities are attached to this Scope of Services. These attachments are intended as a guide to STATE and AUTHORITY staff.

ATTACHMENT 1

PLANNING PHASE ACTIVITIES

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	
	<u>STATE</u>	<u>AUTHORITY</u>
1. ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
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	X
Prepare and Submit Environmental Studies and Reports	X	X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit draft Environmental Re-evaluation Document (ERD)	X	X
Review ERD in District	X	
Obtain Approval of ERD	X	
2. PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles	X	X
Prepare Layouts and Estimates for Alternatives	X	X
Prepare Operational Analysis for Alternatives	X	
Review and Approve final Project Geometrics and Operational Analysis	X	
3. PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies ERD in Accordance with its Procedures	X	
Prepare Supplemental Project Report (SPR)	X	
Finalize and Submit Supplemental Project Report with Certified ERD for Approval	X	
Approve Supplemental Project Report	X	
4. Value Analysis Study	X	X

ATTACHMENT 2
DESIGN PHASE ACTIVITIES

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	
	<u>STATE</u>	<u>AUTHORITY</u>
1. PRELIMINARY COORDINATION		
Request 1 - Phase	X	
Field Review of Site	X	X
Provide Geometrics & Profiles		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping	X	X
Obtain Copies of Assessor Maps and Other R/W Maps	X	
Obtain Copies of As-Builts	X	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
Initial Hydraulics Discussion with District Staff	X	X
Initial Electrical Design Discussion with District Staff	X	X
Initial Traffic & Signing Discussion with District Staff	X	X
Initial Landscape Design Discussion with District staff	X	X
Plan Sheet Format Discussion	X	X
2. ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type	X	

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	AUTHORITY
3. R/W ACQUISITION & UTILITIES		
Request Utility Verification	X	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		X
Submit Utility Relocation Plans for Review	X	
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District	X	
Locate and Identify Utilities/Utility Conflicts	X	X
Pothole Utilities/Relocation Surveys	X	
Approve Longitudinal Encroachment Application	X	
Prepare Final Utility Relocation Plans	X	X
Check Utility Relocation Plans	X	X
Submit Utility Relocation Plans for Approval	X	X
Approve Utility Relocation Plans	X	X
Submit Final R/W Requirements for Review		X
Fence and Excess Land Review	X	
R/W Layout Review	X	X
Approve R/W Requirements	X	
Obtain Title Reports	X	
Complete Appraisals	X	
Review and Approve Appraisals for Setting Just Compensation	X	
Prepare Acquisition Documents	X	
Acquire R/W	X	
Open escrows and Make Payments	X	
Obtain Resolution of Necessity	X	
Perform Eminent Domain Proceedings	X	
Provide Displacee Relocation Services	X	
Prepare Relocation Payment Valuations	X	
Provide Displacee Relocation Payments	X	
Perform Property Management Activities	X	
Perform R/W Clearance Activities	X	
Prepare and Submit Certification of R/W	X	
Review and Approve Certification of R/W	X	
Transfer R/W to STATE		
Approve and Record Title Transfer Documents	X	
Prepare R/W Record Maps	X	
Prepare R/W Engineering Maps	X	

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	
	<u>STATE</u>	<u>AUTHORITY</u>
4. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare detailed noise study		X
Review detailed noise study	X	
Provide coordination with Railroads		X
Review coordination with Railroads	X	
Prepare Traffic Management Plan		X
Review Traffic Management Plan	X	
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans and Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plan		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

ATTACHMENT 3

The I-215 corridor from Route 10 to Route 210 (30) will be improved in five segments. This Segment (Segment 1) of the I-215 traffic enhancement improvement project will be from Rialto Avenue to Ninth Street, in the City of San Bernardino.

The existing Interstate freeway between Rialto Avenue and Ninth Street consists of a six-lane roadway with non-standard ramps at 2nd, 4th, and 6th Streets with no direct access to 5th Street or the westerly side of the freeway. The Scope of Services for this Project will be as defined in the approved Project Report dated May, 1992, the approved Supplemental Draft Project Report approved on February 2, 1999, and the Approved Final Supplemental Project Report.

HOV Lanes will be constructed as part of this PROJECT, but will not be opened for traffic until a later time as part of the final improvements of I-215 between I-10 and State Route 210 (30).

The project will include, but is not limited to, the following design features:

- Reconstruction of the mainline freeway between Rialto Avenue and Ninth Street including construction of one HOV lane in each direction.
- Construction of mainline tie-in connections to future phases of work at both the south and north ends of the project.
- Reconstruction, widening or replacement of structures at 2nd, 3rd and 5th Streets.
- Elimination of left-hand on and off ramps and removal of structures at 4th and 6th Streets.
- Construction of temporary structures, where required, for traffic handling during construction.
- Minor improvements or reconstruction and realignment of local streets.
- Construction of Sound Walls where required.



San Bernardino Associated Governments

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: 22

Date: February 6, 2002

Subject: Cooperative Agreement No. 01-022 with Caltrans for Design of I-215, Segment 1, Rialto to 9th Street

Recommendation:* Approve Cooperative Agreement No. 01-022 with Caltrans for Design of I-215, Segment 1, Rialto to 9th Street.

Background: **This is a new cooperative agreement.** Cooperative Agreement No. 01-022 is a standard agreement, as required by state law, between SANBAG and Caltrans governing the division of responsibilities and relationship for the preparation of the final design for segment 1 of I-215. With one exception, this agreement is typical of very many others that SANBAG and Caltrans have executed over the years.

The one problem area concerned the provisions relating to the handling of hazardous materials. In earlier versions of this agreement, Caltrans changed the hazardous materials provisions that had been acceptable in all previous design cooperative agreements. These changes resulted from proposed new hazardous materials policy developed in headquarters. The net result of the changes was to place far more of the burden and responsibility for the remediation of hazardous materials on SANBAG. The provisions and language in various earlier versions was also unnecessarily complicated. Staff protested and refused to take the agreement forward for approval without changes. The issue has been debated statewide for over a year. Recently, Caltrans provided a new revision to the proposed cooperative agreement that staff finds acceptable. The hazardous materials provisions basically provide that any hazardous material in the existing state right of way that presents a hazard whether or not it is disturbed, is a Caltrans responsibility. Any hazardous material in existing state right of way that

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Approved
San Bernardino Associated Governments
Board of Directors

Date: February 6, 2002

Moved: Hilkey Second: Bradshaw

In Favor: 28 Opposed: 0 Abstained: 0

Witnessed: _____

presents a hazard only if disturbed (due to construction), is a SANBAG responsibility. Any hazardous material found in new right of way acquired for the project will be a SANBAG responsibility. These are basically the same division of responsibility contained in all previous agreements.

Financial Impact: This action imposes no new financial impact. TN 0225300.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 11, 2001.

Responsible Staff: Gary Moon, Director of Freeway Construction