SANBAG Contract No. 01-022-01
by and between
San Bernardino County Transportation Authority
and
State of California, Department of Transportation
for
Design Cooperative Agreement for I-215 Segments 1 and 2

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☐ Receivable	Vendor Contract # 8-965 A/1 Vendor ID CDHQAO	Retention: ☐ Yes ____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 0	Previous Amendments Total:	$ ____
		Previous Amendments Contingency Total:	$ ____
Contingency Amount:	$ ____	Current Amendment:	$ 0
		Current Amendment Contingency:	$ ____

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

Contract TOTAL ➔ $ 0

➔ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
____	____	____	____	$ ____
____	____	____	____	$ ____

Original Board Approved Contract Date:	2/6/02	Contract Start: 2/6/02	Contract End: 6/10/10
New Amend. Approval (Board) Date:	6/4/08	Amend. Start: 6/4/08	Amend. End: 6/30/14

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: ____ $ ____	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ ____

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

If yes, which Task includes budget authority? ____

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

CONTRACT MANAGEMENT

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

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

Disadvantaged Business Enterprise: ☒No ☐Yes ____%

Task Manager: **Garry Cohoe**	Contract Manager: **Dennis Saylor**
Garry Cohoe 5/8/08	Dennis Saylor 5/8/08
Task Manager Signature Date	Contract Manager Signature Date
5/12/08	
Chief Financial Officer Signature Date	

A0102201.doc

01-022-01

08-SBd-215-PM R6.4/9.0
Reconstruct I-215 between Rialto Ave and
Massachusetts Ave combining
Segments 1 and 2
EA 0071V1
District Agreement No. 8-965 A/1

PROJECT DEVELOPMENT
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on September 3, 2008, 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 (Document No. 015228, District Agreement No. 8-965) on February 6, 2002, defining the terms and conditions of a project to reconstruct Interstate 215 (I-215) between Rialto Avenue and 9th Street with ramps, high occupancy vehicle (HOV) lane, and improvements to local streets within the City of San Bernardino, referred to herein as "PROJECT."

3. STATE and AUTHORITY now intend to reconstruct I-215 between Rialto Avenue and Massachusetts Avenue, combining Segments 1 and 2, and changing the original post miles to read R6.4/9.0.

4. STATE and AUTHORITY will now jointly perform the Plans, Specifications, and Estimate (PS&E) activities as specified in detail in the Agreement.

5. STATE will fund their portion of the PS&E work using State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds in the amount estimated to be $10,442,000. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.

6. It has also been determined that PROJECT will not be constructed prior to the termination date of said Agreement. The termination date will now be extended from June 30, 2010 to June 30, 2014.

7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.

8. STATE performed the Project Approval and Environmental Document at no cost to AUTHORITY.

9. AUTHORITY performed the Supplemental Project Report (SPR), approved on November 11, 2006, at no cost to STATE.

10. STATE's Independent Quality Assurance (IQA) of AUTHORITY's portion of PROJECT will be borne by STATE.

11. PROJECT right of way was covered in a prior Cooperative Agreements executed by STATE and AUTHORITY on May 5, 2002 (District Agreements No.1246 and 1247).

12. PROJECT landscape maintenance, landscape design and construction will be the subject of a separate future agreement or agreements.

13. Separate Agreements will be required with Burlington Northern Santa Fe and AUTHORITY prior to PROJECT construction to facilitate work within railroad right of way affected by PROJECT.

14. STATE and AUTHORITY now intend to replace in its entirety District Agreement No. 8-965 with this Agreement and define herein below the revised terms and conditions, under which PROJECT is to be developed, designed, and financed.

SECTION I

AUTHORITY AGREES:

1. To perform the PS&E for all PROJECT work with the exception of Bridge Numbers 54-1241, 54-1223, 54-1224, and 54-1225 which PS&E will be performed by STATE.

2. AUTHORITY agrees to be responsible for and fund one hundred percent (100%) of their portion of PROJECT PS&E costs, including, but not limited to, costs for preparation of Right of Way requirement maps, construction documents, and advertising and awarding the PROJECT construction contract, using local Measure I funds. Any cost increases for AUTHORITY's portion of work will be paid for using local Measure I funds.

3. To provide the SPR, including revisions, at no cost to STATE.

4. To prepare the PS&E in accordance with the Project Report (PR) approved on June 23, 1992, and the SPR approved on November 11, 2006.

5. All PROJECT work performed by AUTHORITY, or performed 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. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.

6. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

7. To have detailed PS&E (excluding Bridge Numbers 54-1241, 54-1223, 54-1224, and 54-1225) prepared and submitted to STATE for STATE's review and concurrence at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.

8. To permit STATE to monitor, participate, and oversee the selection of personnel who will prepare the PS&E 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, and/or other pertinent criteria.

9. Personnel who prepare the PS&E shall be made available to STATE through completion of PROJECT construction to discuss problems which may arise during PS&E, right of way acquisition, construction, and/or to make design revisions for contract change orders.

10. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the SHS right of way to perform surveying and other investigative activities required for preparation of PS&E.

11. 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.

12. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using MicroStation Version 08.05.02.47 .dgn files, and CaiCE Visual Transportation Version 10. SP5 (CaiCE VT).

In addition, each MicroStation plan sheet .dgn file shall be accompanied by a black-and-white, 400 DPI, CCITT G4 tif image of the same .dgn file. One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submitted .dgn files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 17 of Section III of this Agreement.

13. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.

14. 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, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

15. To submit to STATE a list of STATE horizontal and vertical control monuments which will be used to control surveying activities for PROJECT on or before September 1, 2008.

16. Upon completion and approval of PROJECT, to provide STATE with all design documentation, survey notes and PS&E relating to PROJECT, which materials are necessary for the development of PS&E for future projects which my be undertaken by STATE.

17. AUTHORITY authorizes STATE to reimburse itself from then available STIP/RIP funds on a monthly basis for STATE's portion of PROJECT work up to the amount of $10,442,000.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to provide IQA of all AUTHORITY's work necessary for completion of the PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by

AUTHORITY, while cooperating in timely processing of documents necessary for completion of the PS&E for PROJECT.

2. To perform the PS&E for Bridge Numbers 54-1241, 54-1223, 54-1224, and 54-1225 using STIP/RIP funds in the amount estimated to be $10,442,000. Any cost increases for STATE's portion of work will be paid for by AUTHORITY using local funds.

3. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

4. To jointly participate with AUTHORITY in the identification of all utility facilities and potential utility conflicts within the PROJECT area as part of STATE's PROJECT design responsibility. All utility facilities not relocated or removed in advance of construction shall be identified on the PROJECT plans.

5. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

6. The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

7. To have all necessary right of way maps and documents used to acquire right of way by STATE prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.

8. To be responsible for the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any work under this Agreement. If STATE discovers hazardous material or contamination within the PROJECT study area during said investigation, STATE shall immediately notify AUTHORITY.

9. To perform all right of way and utility activities, including potholing and relocation surveys for utilities, flagging for agents.

10. To acquire and furnish all right of way, if any, outside of the existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to AUTHORITY, and in accordance with procedures acceptable to

STATE. These activities shall comply with all applicable State and Federal laws and regulations to ensure that the completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.

11. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by STATE.

12. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.

13. 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.

14. 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.

15. To reimburse itself from then available STIP/RIP funds on a monthly basis, up to the total amount of $10,442,000 for STATE's portion of PROJECT work.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).

2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT PS&E, and right of way phases administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then

existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds.

3. The PR, approved on June 23, 1992 and the SPR, approved on November 11, 2006 is by this reference, made an express part of this Agreement. If there is a conflict of terms between the PR or SPR and this Agreement, the terms of this Agreement shall prevail.

4. The basic design features shall comply with those addressed in the approved PR and SPR, unless modified as required for completion of the PROJECT's environmental documentation and/or if applicable, requested by the Federal Administration (FHWA).

5. The design and preparation of related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

6. If, during preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of these additional tasks.

7. AUTHORITY agrees to obtain, at AUTHORITY's cost, all necessary PROJECT permits and/or agreements from appropriate regulatory agencies.

8. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

9. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s),

environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

10. 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.

11. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.

12. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) 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.

13. 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 for HM-1 management activities.

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

14. 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 related to HM-2 is a PROJECT construction cost.

15. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

16. 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.

17. A separate Cooperative Agreement or agreements will be required to address landscape maintenance, landscape design and to cover responsibilities and funding for the construction phase of PROJECT.

18. 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.

19. 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 or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of 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.

20. 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 or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of 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.

21. 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.

22. 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.

23. 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 STATE, or on June 30, 2014, 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 claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
LAWRENCE E. DALE
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
JEAN-RENE BASLE
Counsel

EXHIBIT A

COST ESTIMATE

AGENCY	STIP/RIP	MEASURE I	TOTAL
AUTHORITY		$16,350,000 (See Note 1)	$16,350,000
STATE	$10,442,000		$10,442,000
TOTAL	$10,442,000	$16,350,000	$26,792,000

NOTES:

1. AUTHORITY authorized a consultant contract limit of $16,552,921.17 at their May, 2007 Board meeting for Segment 1 and 2 design work and contingencies.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

~~AGENDA ITEM: 14~~

Date: June 4, 2008

Subject: Design Cooperative Agreement Amendment for I-215 Segments 1 and 2

Recommendation:* Approve Design Cooperative Agreement Amendment 01-022-01, Caltrans Agreement 8-965 A/1 for detailed design on I-215 Segments 1 and 2.

Background: **This is a request to approve a design cooperative agreement Amendment 1 for the Interstate 215 project Segments 1 and 2.** The original design cooperative agreement was executed in February 2002 defining the responsibilities of each agency for Segment 1 which extends from just south of Rialto to just south of Ninth Street. This agreement amendment proposes to add into the agreement Segment 2 which is adjacent to Segment 1 and includes the section of I-215 from just south of Ninth Street to just south of Massachusetts.

SANBAG and Caltrans have been working collaboratively on the I-215 North corridor with each agency performing various functions. For Segment 1, SANBAG was and continues to be responsible for the detailed design under Caltrans oversight. For Segment 2, Caltrans was performing all detailed design, however, in early 2004, this arrangement changed and SANBAG shared the responsibility for the detailed design with Caltrans. Furthermore, in early 2007, it was decided to combine Segments 1 and 2 into a single construction package and that SANBAG would take the lead in coordination of a single package.

*

Approved Consent	*Approved* *Board of Directors* *Date: June 4, 2008* *Moved: Jahn* *Second: Leonard* *In Favor: 24* *Opposed: 0* *Abstained: 0* *Witnessed:*

BRD0806e-gc.docx
83408000

This amendment includes the estimated budget for Caltrans efforts to oversee the design work performed by SANBAG, to compensate Caltrans for detailed design work performed to date and reimburse Caltrans for continued work with certain aspects of Segment 2 detailed design, specifically, the detailed design of the four (4) bridges in Segment 2.

The estimated budget for Caltrans effort is $10,442,000 which will be paid using Regional Improvement Program (RIP) funds.

In summary, this amendment replaces the original cooperative agreement scope with current Segment 1 and Segment 2 design considerations, incorporates the Caltrans budget for their responsibilities and extends the expiration date to June, 30, 2014. Staff recommends approval of this agreement amendment as it forms the basis of responsibilities in the design process for I-215 Segment 1 and 2.

Financial Impact: This action is consistent with the current budget. TN 83408000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 15, 2008. SANBAG Counsel has reviewed and approved the agreement as to form. *(Meeting chaired by John Pomierski)*

Responsible Staff: Garry Cohoe, Director of Freeway Construction