



04-028

08-SBd-215-KP 14.2/16.3

(PM 8.8/10.1)

HOV and Operational

Improvements and Modify/Replace

Interchanges from n/o 16<sup>th</sup> Street to

SR-210 through San Bernardino in

San Bernardino County

08303- 007191

District Agreement No. 8-1221

DESIGN  
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on January 7, 2004 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 City of San Bernardino, County of San Bernardino.
- (2) AUTHORITY desires State highway improvements consisting of widening for High Occupancy Vehicle (HOV) lane and operational improvements and modify/replace interchanges from north of 16<sup>th</sup> Street to State Route 210 on Route 215 at KP 14.2/16.3, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs.
- (3) STATE's funds will not be used to finance any of the capital and support costs for PROJECT.
- (4) San Bernardino County voters approved Measure I on November 7, 1989, which provides funding for transportation projects and programs throughout the County of San Bernardino.
- (5) This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.

- (6) Construction of PROJECT will be the subject of a separate future Agreement.
- (7) The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.
- (8) STATE will be responsible for all right of way activities.

SECTION I

AUTHORITY AGREES:

- (1) To fund one hundred percent (100%) of all Plans, Specifications and Estimate (PS&E) costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT.
- (2) To have a Supplemental Project Report (SPR) and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The SPR, and the PS&E for PROJECT shall be signed by a Civil Engineer registered in the State of California, except that Landscaping Plans and Specifications for PROJECT shall be signed by a Landscape Architect registered in the State of California.
- (3) To permit STATE to monitor and participate in the selection of personnel who will prepare the SPR and 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 scope of work and/or other pertinent criteria.
- (4) Personnel who prepare the PS&E shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT including any litigation to discuss problems which may arise during construction and/or to make design revisions for contract change orders, and to provide any necessary information during litigation proceedings.
- (5) To not use funds from STATE for any capital and support costs for PROJECT.
- (6) 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 SPR, and/or PS&E.

- (7) To identify and locate all utility facilities within the area of PROJECT as part of AUTHORITY's design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
- (8) If AUTHORITY desires to have STATE advertise, award and administer the construction contract for PROJECT, AUTHORITY shall provide to STATE a full set of all plans for construction as electronic files. The plans shall be .dgn format readable with current software used by Caltrans (Microstation, CaiCE and IPLOT). All plans must be prepared in accordance with the latest version of the Caltrans Drafting And Plans Manual of Instruction, CADD User Manual of Instruction, Plans Preparation Manual and Plans Preparation Manual EZ Guide Second Edition, and Standard Plans. Files may be submitted on up to five CDs or if larger on DVDs. One full set of all plans for construction, as full sized printed plans shall also be provided.
- (9) 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.
- (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 SPR and/or PS&E. 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) To provide all available plans (hard copy and electronic), design documentation, studies, and reports to AUTHORITY which have been prepared by the STATE for PROJECT or for applicable portions of other segments which immediately adjoin or impact PROJECT. STATE shall provide all electronic information in its current software on CDs or DVDs according the total file size.

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 this 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 Director of Public Works or other official designated by AUTHORITY and STATE's District Director for District 08 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
- (3) The Project Report (PR) for PROJECT approved on June 23, 1992, 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) The design and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall 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 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 effect of proposed and/or required changes on PROJECT.
- (6) 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 same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.

- (7) Any hazardous material or 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.
- (8) 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.
- (9) 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

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AUTHORITY and STATE only, shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection. 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.

- (10) 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.
- (11) 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.
- (12) A separate Cooperative Agreement will be required to cover responsibilities and funding for the construction phase of PROJECT.
- (13) Nothing in the provisions of this Agreement is intended to create duties or obligations to or right is 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.
- (14) 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.
- (15) 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

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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.

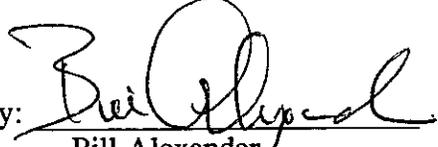
- (16) This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
- (17) Except as otherwise provided in Article (16) above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on June 30, 2008, whichever is earlier in time.

Signatures are on the following page.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

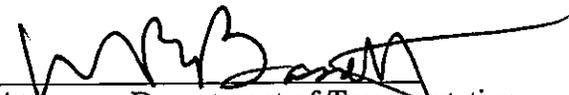
JEFF MORALES  
Director of Transportation

By:   
Bill Alexander  
Board President

By:   
ANNE E. MAYER  
District 08 Director

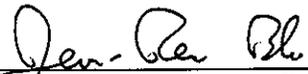
Attest:   
Vicki Watson  
Board Secretary

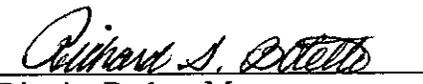
APPROVED AS TO FORM AND  
PROCEDURE:

  
Attorney, Department of Transportation

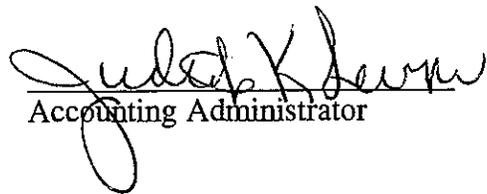
APPROVED AS TO FORM AND  
PROCEDURE:

CERTIFIED AS TO FUNDS:

By:   
Rex A. Hinesley, SANBAG Counsel  
JEAN-RENE BASLE

  
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 widening for HOV lane, operational improvements and modify/replace interchanges from north of 16<sup>th</sup> Street to State Route 210, in San Bernardino.

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 proposal is a Category 3 as defined in STATE's Project Development Procedures Manual.
3. 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.
4. STATE will prepare the revised freeway agreement and obtain approval of the new public road connection(s) from the California Transportation Commission.
5. 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.
6. Detailed steps in the project development process are attached to this Scope of Work. These attachments are intended as a guide to STATE's and AUTHORITY's staff.

**ATTACHMENT 1  
PLANNING PHASE ACTIVITIES**

<b><u>PROJECT ACTIVITY</u></b>	<b>RESPONSIBILITY</b>	
	<b><u>STATE</u></b>	<b><u>AUTHORITY</u></b>
<b>1. PROJECT GEOMETRICS DEVELOPMENT</b>		
Provide Quality Control		X
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 Project Geometrics and Operational Analysis	X	
<b>2. PROJECT APPROVAL</b>		
Provide Quality Control		X
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	
Prepare Supplemental Project Report (SPR)		X
Finalize and Submit Supplemental Project Report with Certified ED for Approval		X
Approve Supplemental Project Report	X	

**ATTACHMENT 2  
DESIGN PHASE ACTIVITIES**

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	
	<u>STATE</u>	<u>AUTHORITY</u>
<b>1. PRELIMINARY COORDINATION</b>		
Provide Quality Control		X
Request 1 - Phase EA	X	
Field Review of Site		X
Provide Geometrics & Profiles		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping	X	X
Obtain Copies of As-Builts		X
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from other Agencies		X
Request Permits		X
Initial Hydraulics discussion with District Staff		X
Initial Electrical Design discussion with District Staff		X
Initial Traffic & Signing discussion with District Staff		X
Initial Landscape Design discussion with District Staff		X
Plan Sheet Format Discussion	X	X
<b>2. ENGINEERING STUDIES AND REPORTS</b>		
Provide Quality Control		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	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Approve Bridge General Plan & Structure Type Selection	X	

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>STATE AUTHORITY</u>
<b>3. PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES</b>		
Provide Quality Control		X
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
Approve Detailed Noise Study	X	
Prepare Traffic Management Plan		X
Approve 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
Approve Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans and Submit for Approval		X
Approve Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Approve Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Approve Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Approve Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Approve Draft PS&E	X	
Finalize & Submit PS&E to District		X

ATTACHMENT 3  
I-215 HOV WIDENING PROJECT

Description of Facility

Interstate 215 (I-215) is the major north-south interregional facility in the area, connecting to Interstate 10 and 15 and State Route 60 to the south and to Interstate 15 to the north. Through the city of San Bernardino, I-215 varies between six lane and four lanes. Within the project limits, I-215 is a four-lane facility with two mixed flow lanes in each direction. It is proposed to widen I-215 for two HOV lanes, one in each direction. Two overcrossings will also be removed and replaced, Massachusetts Avenue/Muscupiabe Drive overcrossing and Highland Avenue overcrossing.

Number of Through Lanes

Existing

Within the project limits I-215 will have four through lanes, two in each direction. Massachusetts Avenue has two lanes and Highland Avenue has four lanes.

Proposed

It is proposed that I-215 will have six through lanes, one HOV lane and two mixed flow lanes in each direction. An auxiliary lane will also be constructed along the northbound I-215 between Baseline and Highland Avenue. Massachusetts Avenue and Highland Avenue will not be widened but will maintain their current lane configuration.

Overcrossing Characteristics

Massachusetts Avenue overcrossing is a two-lane undivided collector road. Highland Avenue overcrossing has four lanes, is undivided and is classified as a major arterial. Pedestrian access will be maintained as it currently exists at Massachusetts Avenue and Highland Avenue. Pedestrian walks will be 1.8m wide.

Location of Proposed Interchange Modification

The Massachusetts Avenue interchange is located on I-215 at KP 14.53 (PM 9.03) and the Highland Avenue interchange is located at KP 15.06 (PM 9.36).

Lane Width

Existing

Within the project limits the existing freeway consists of four 3.66m (12 feet) lanes with 3.05m (10 feet) outside shoulders. The median width varies within the project limits.

**Proposed**

The project will provide two 3.6m HOV lanes with a 1.2m buffer, four 3.6m mixed flow lanes, a 9.1m median with a concrete median barrier, and 3.0m outside shoulders along the freeway mainline.

Special Features

The project involves widening I-215 for one HOV lane in each direction. Sound walls and retaining walls will be constructed if and where required. The structures at Massachusetts Avenue/Muscupiabe Drive and at Highland Avenue will be removed and replaced. The project also involves installation of fiber optic communications backbone, two vehicle detection stations and closed circuit television.

Expected Design Exceptions

Expected design exceptions have not been determined at this time.



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

*Minute Action*

AGENDA ITEM: 10

**Date:** January 7, 2004

**Subject:** Cooperative Agreement 04-028 with Caltrans for Design of Interstate 215, Segment 5 Design from north of 16<sup>th</sup> Street to State Route 210

**Recommendation:**\* Approve Cooperative Agreement 04-028 with Caltrans for Design of Interstate 215, Segment 5 Design from north of 16<sup>th</sup> Street to State Route 210.

**Background:** **This is a new cooperative agreement.** Cooperative Agreement No. 04-028 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 5 of I-215. The hazardous materials provisions of this agreement are identical to those in the Cooperative Agreement for I-215 Segment 1 Design and 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 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 0425300.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 11, 2003.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

\*

Approved Consent

*Approved*  
San Bernardino Associated Governments  
Board of Directors

*Date: January 7, 2004*

*Moved: Gilbreath Second: Eaton*

*In Favor: 24 Opposed: 0 Abstained: 0*

*Witnessed: Anna Aldana*