08-SBd-10-PM 18.17/21.62
I-10/Riverside Avenue
Reconstruct Interchange
And ramp improvements
EA 422304
District Agreement No. 8-1322

CONSTRUCTION
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on July 17, 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"

and

CITY OF RIALTO, a body politic and a municipal corporation of the State of California, referred to herein as "CITY."

RECITALS

1. STATE, AUTHORITY, and CITY, 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 CITY's jurisdiction.

2. STATE, AUTHORITY, and CITY intend to reconstruct interchange and ramp improvements at Interstate 10 (I-10)/Riverside Avenue in the City of Rialto, referred to herein as "PROJECT."

3. CITY agrees to be responsible for one hundred (100%) percent of all PROJECT construction capital and support costs (of which a portion will be funded out of STATE's Transportation Improvement Program/Regional Improvement Program [STIP/RIP] funding source in the amount of $1,452,000). The PROJECT cost estimate is $28,200,000 as shown on Exhibit A, attached hereto and made a part of this Agreement. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by CITY.

4. CITY desires to contribute Federal Demonstration (DEMO) funds in the amount of $1,600,000 and CITY's matching funds in the amount of $400,000; Federal Interstate Maintenance Discretionary (IMD) funds in the amount of $2,857,050 and CITY's matching funds in the amount of $317,450 toward a portion of capital outlay and support costs of PROJECT.

5. STATE's Independent Quality Assurance (IQA) and Independent Assurance Testing of PROJECT will be borne by STATE.

6. The parties agree that AUTHORITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.

7. Between the parties, AUTHORITY will provide Construction Management, Construction Surveying, and Materials Testing services for PROJECT. CITY will pay for one hundred percent (100%) of such costs, except AUTHORITY will bear costs of its own staff.

8. Project preliminary engineering; plans, specifications and estimates (PS&E); and right of way for PROJECT were covered in a prior Cooperative Agreement executed by STATE and CITY on May 5, 1998 (District Agreement No. 8-1050).

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

10. The parties now define herein below the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

CITY AGREES:

1. To be responsible for one hundred (100%) percent of all PROJECT capital and support costs (of which a portion will be funded out of STATE's STIP/RIP funding source in the amount of $1,452,000) including, but not limited to, "State-furnished material," and source inspection. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by CITY.

2. CITY will deposit the full amount of construction bid plus all contingencies and the construction management consultant fees plus contingency into an escrow account established for PROJECT upon bid opening and prior to award of contract. AUTHORITY will have the right to withdraw funds for consultant and contractor payments. Any unused funds and interest accrued will be returned to CITY.

3. To pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material."

4. CITY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.

5. To pay STATE within twenty-five (25) days of receipt of STATE's detailed billing thereof the amount of said bill, which amount represents the actual cost of source inspection.

6. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid payments for State-furnished materials and source inspection, required to complete CITY's financial obligations assumed pursuant to this Agreement.

7. To submit an initial billing in the amount of $81,000 to STATE within thirty (30) days upon award of construction contract to be paid from STIP/RIP funds, which is to be used for a portion of construction capital costs.

   Thereafter, to prepare and submit to STATE monthly billing statements for estimated expenditures for construction capital one (1) month in advance as construction of PROJECT proceeds up to a maximum amount of $1,452,000.

8. Upon completion of PROJECT construction, CITY will operate and maintain, at CITY's cost, any part of PROJECT located outside of the existing SHS right of way (including CITY underpasses and overcrossings of then existing SHS right of way) until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by Federal Highway Administration, if required, and conveyance of acceptable title to STATE.

SECTION II

AUTHORITY AGREES:

1. 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.

2. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction support services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or discontinue the contracted 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.

3. To submit a written request for any "State-furnished material" identified in the PROJECT plans, specifications, and estimates (PS&E) a minimum of forty-five (45) days in advance

of the need for such materials. AUTHORITY may take delivery of the "State-furnished material" after STATE's receipt of CITY's payment and at the location directed by STATE.

4. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AUTHORITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

5. To process payments of one hundred percent (100%) of the actual costs of construction required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.

6. To provide CITY monthly copies of payments processed from the escrow account described in Article 2 of Section I.

7. Construction by AUTHORITY of those portions of PROJECT which lie within the SHS right of way shall not commence until AUTHORITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to AUTHORITY and AUTHORITY's contractor.

8. AUTHORITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees, and the CITY and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AUTHORITY's construction contractor.

9. To require the construction contractor to furnish both a payment and a performance bond, naming AUTHORITY and CITY as co-obligees with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. AUTHORITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.

10. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.

11. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.

12. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.

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

    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, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

14. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.

15. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at CITY's expense.

16. 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 not set forth in this Agreement, CITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

17. To furnish, at CITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.

18. If the Resident Engineer is not also a registered Landscape Architect, AUTHORITY will furnish, at CITY expense and subject to approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any

highway planting and the irrigations systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.

19. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.

20. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AUTHORITY shall also submit corrected full-sized hardcopy structure plans.

21. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. AUTHORITY shall retain said records and accounts longer for such periods as are required in writing by STATE.

22. If AUTHORITY cannot complete PROJECT as originally scoped, scheduled, and estimated, AUTHORITY will, only with STATE's and CITY's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.

23. If cultural, unanticipated archaeological, paleontological or other protected materials are encountered during PROJECT construction, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

24. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.

25. Upon completion of PROJECT and all work incidental thereto, to furnish CITY with a detailed statement of the construction support and construction capital costs to be borne

by CITY. To thereafter refund to CITY, promptly after completion of AUTHORITY's final accounting of said PROJECT costs, any amount of CITY's deposits remaining after actual construction support and construction capital costs to be borne by CITY have been deducted or to bill CITY for any additional amount required to complete CITY's financial obligations assumed pursuant to this Agreement.

26. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY, or AUTHORITY's contractor onto the SHS right of way to perform construction activities for PROJECT.

SECTION III

STATE AGREES:

1. At no cost to CITY or AUTHORITY, to provide IQA to assure that AUTHORITY and AUTHORITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by AUTHORITY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to AUTHORITY and AUTHORITY's contractor.

2. 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.

3. To provide, at CITY's cost, any "State-furnished material" as shown on the PROJECT PS&E. Upon receipt of AUTHORITY's request for any such "State-furnished materials," STATE will order those materials and STATE's Project Manager will have an invoice submitted to AUTHORITY for the costs of those materials. Upon receipt of those materials and CITY's payment, STATE will make those "State-furnished materials" available to AUTHORITY at a STATE designated site.

4. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline.

5. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

6. To submit an invoice to AUTHORITY for the actual cost of source inspection when incurred.

7. To allocate $1,452,000 from STATE's STIP-RIP funding source to PROJECT. These funds were programmed by the California Transportation Commission (CTC) at the June 6, 2007, meeting for construction capital and support services for PROJECT.

8. To deposit with CITY within twenty-five (25) days of receipt of billing therefore (which billing will be forwarded immediately following upon award of construction contract), the amount of $81,000. Said figure represents STATE's initial deposit for one (1) month estimated construction capital required for PROJECT. STATE's total obligation for said PROJECT costs, using STIP-RIP funds, which is to be used for a portion of construction capital cost, shall not exceed the amount of $1,452,000.

SECTION IV

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 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 construction phase 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 process payment or authorize STATE to reimburse itself from then available PROJECT funds.

3. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits and/or agreements from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid for by CITY, as a PROJECT cost.

4. 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.

5. 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.

6. If, during 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 those additional tasks.

7. 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.

8. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter CITY's property during construction for the purpose of monitoring and coordinating construction activities.

9. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.

10. AUTHORITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AUTHORITY's claims process. STATE's representative will be made available to AUTHORITY to provide advice and technical input in any claims process.

11. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's 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 PROJECT changes.

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. CITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. CITY 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. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. AUTHORITY shall take all necessary precautions for safe operation of AUTHORITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AUTHORITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.

18. Upon PROJECT completion and acceptance, subject to the approval of STATE, STATE will operate and maintain those PROJECT facilities constructed within SHS right of way (excepting AUTHORTY encroachments) at STATE's cost.

19. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS right

of way will automatically be deemed to be under the control of CITY or an appropriate third party as determined by CITY.

20. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party 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.

21. Neither CITY nor 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 CITY and AUTHORITY and all of their 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.

22. Neither STATE or 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 CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY or arising under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless STATE and AUTHORITY and all of their 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 CITY under this Agreement.

23. Neither STATE or CITY 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 CITY and all of their 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.

24. Prior to the commencement of any construction activity within the SHS right of way, STATE, CITY, or AUTHORITY may terminate this Agreement by written notice to the other party.

25. 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.

26. If CITY or AUTHORITY terminates the PROJECT prior to completion, STATE shall require AUTHORITY, at CITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill CITY for all actual expenses incurred and CITY agrees to pay said bill within thirty (30) days of receipt.

27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of CITY and AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 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: _____
Gary C. Ovitt
Board of Directors, President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
JEAN-RENE BASLE
Authority's Counsel

CITY OF RIALTO

By: _____
Mayor

Attest: _____
CITY Clerk

By: _____
CITY Counsel

EXHIBIT A
Financial Letter

FINANCE LETTER FOR LOCALLY ADMINISTERED PROJECTS

EXHIBIT "A"

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

ATTN:

Project Sponsored by:
1) State ?___
2) Local Agency?__X_

Date: 3/1/2007
EA # (Current Phase): 422304
Local Programs Project #: 08-412254L
Contributor Agency: Rialto
Agreement #: 8-1322

Project Location: In San Bernardino County, on Interstate Route 10 from KP 29.24 to KP 24.80 (PM 18.17 to PM 21.62)
Reconstruct Interchange and Ramp Improvements

State Administrated Phases of Work **		***Local Program Funds		***Local Program Funds		***State Funds	***Local Funds	Totals
		Federal %: 80.00	Match%: 20.00	Federal %: 90.00	Match%: 10.00			
		Fund Type: DEMO	Fund Type: Local	Fund Type: IMD	Fund Type: Local	Fund Type: STIP/RIP	Fund Type: Local	
STATE SUPPORT	Phase	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	
PE/Environmental	"9"	$0	$0	$0	$0			$0
Design	"1"	$0	$0	$0	$0			$0
R/W Support	"2"	$0	$0	$0	$0			$0
Construction Engineering	"3"	$0	$0	$0	$0		$3,700,000	$3,700,000
STATE CAPITAL	Phase	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	Prgm Code:	
R/W Capital	"9"	$0	$0	$0	$0			
Construction Capital	"4"	$1,600,000	$400,000	$2,857,050	$317,450	$1,452,000	$17,873,500	$24,500,000
TOTALS		$1,600,000	$400,000	$2,857,050	$317,450	$1,452,000	$21,573,500	**$28,200,000**

NOTES:
> Identify type of Local Program Funds such as RSTP, DEMO, CMAQ, and type of match Funds such as STIP Match, TCRP, SHOPP, Local Sales Tax, with reimbursement percentages. Also include copy of allocation letter with STIP Match.
> Identify other funds which include State-Federal Funds such as STIP RIP, STIP IIP, State funds such as SHOPP, TCRP and Local funds such as Sales Tax, Developer funds, etc.
> Provide Program codes such as 20.10...(State Support), 20.20....(State Capital), See: http://adxc.dot.ca.gov/ASC/Coding_Manuals/chapter_07/index.htm
* Identify Co-op Agreement # or Contribution Agreement # (include copy of the agreement if not already provided to Local Programs)
** Identify any Sub Jobs for each phase and fund source if applicable (identify in remarks)
***Include All the funds required for the current phase and all the Local Program Funds / Match identified in previous phases (include any changes)

(1) Project Manager Name: Mark Lancaster Calnet: Signature:
(2) Program Coordinator Name: Calnet: Signature:
(3) OLP Area Engineer Name: Calnet: Signature:

REMARKS:

ATTACHMENTS: RTIP/FTIP Listing / Amendments___ Federal Authorizaion (E76)__ Agreements____ Allocation Letter _____
Environmental Clearance____ R/W Certification____

EXHIBIT B
Contribution Letter

Contribution Letter for Locally Administered Projects

Date 1-Mar-07
Local Agency Rialto
Agreement No. 08-1322
State E. A. No. 08-SBd-422304
Amendment No.

Local - Federal Fund Type	Local - Federal Contributor Amount	Reimbursement Ratio	Match Fund Type	Match Amount	Current Total	Previous Total	Proposed Change
DEMO	$1,600,000	80.00%	Local	$400,000	$2,000,000		
IMD	$2,857,050	90.00%	Local	$317,450	$3,174,500		
STIP	1,452,000	100.00%	N/A	N/A	$1,452,000		

Comments:

Notes:

Local Agency Signature _____ Caltrans Project Manager Signature _____

EXHIBIT "B"

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: 10

Date: June 4, 2008

Subject: Construction Cooperative Agreement No. 08-164 (District Agreement No. 8-1322) with Caltrans and the City of Rialto for Interstate 10/Riverside Avenue Interchange Project.

Recommendation:* Approve Cooperative Agreement No. 08-164 with Caltrans and the City of Rialto for the Interstate-10/Riverside Avenue Interchange Project construction activities.

Background: **This is a new cooperative agreement.** Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of a project. The City of Rialto requested SANBAG to assume the lead agency role for the Interstate-10/Riverside Avenue Interchange Project in July 2005. The SANBAG Board agreed in concept to this request at its September 2005 meeting and approved the Design Cooperative Agreement No. 06-047 at its December 2005 meeting. The Board also acknowledged at the December 2005 meeting that a separate construction cooperative agreement will be needed between City, SANBAG, and Caltrans as parties.

Consistent with Board direction, SANBAG will provide project management function at no cost to the City. All other costs including but not limited to construction capital, construction management consultant fees, and other construction support shall be borne by the City.

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

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This is a typical construction cooperative agreement similar to those previously executed on other Major Projects along the SR-210, I-215, and I-10 corridors.

This agreement was reviewed by the Major Projects Committee in its March 2008 meeting and was approved unanimously. Subsequent to the Major Projects Committee meeting, the City of Rialto indicated that they wanted to change the language of two articles. The changes did not alter the intent of the agreement. The language has been revised and has been reviewed and approved by SANBAG counsel.

Financial Impact: No new financial impact to SANBAG is associated with this action.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on March 13, 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