

DEPARTMENT OF TRANSPORTATION

PROGRAM/PROJECT MANAGEMENT – MS 645

DISTRICT 8

464 W. 4th Street, MS 1247
San Bernardino, California 92401
Telephone: (909) 383 - 4513
Fax: (909) 383 - 6472
TTY 711



*Flex your power!
Be energy efficient!*

October 24, 2012

Mr. Sean Yeung
District Local Assistance Engineer
Caltrans, District 8
464 West 4th Street, 6th Floor MS 760
San Bernardino, CA 92401-1400

SUBJECT: REQUEST FOR AUTHORIZATION PACKAGE FOR THE I-215/BARTON ROAD INTERCHANGE IMPROVEMENTS FEDERAL PROJECT NO. HPLULN 6208(023)

Dear Mr. Yeung:

We are hereby submitting the Preliminary Engineering (PE) Request for Authorization (RFA) Package for the subject project. The package consists of the following documents:

- Exhibit 3-A, Request for Authorization To Proceed with Preliminary Engineering
- Exhibit 3-E, Request for Authorization to Proceed Data Sheet(s)
- Exhibit 3-H, Request for Capital Subvention Reimbursement Allocation
- Exhibit 3-L, Local Assistance Project Prefix
- Exhibit 3-O, Finance Letter
- DLA-OB 11-13 - Administering Local Federal-Funded Projects on the State Highway System Under an Environmental or Design Cooperative Agreement - Attachment A
- A Copy of the Approved FTIP Information
- Copies of the Federal Allocation Notifications
- A copy of the Original Executed Cooperative Agreement 08-1537/C12212 with Caltrans
- A copy of the Funding Summary Number 2 – Amending Cooperative Agreement 08-1537/C12212 (a signed copy to follow)

If you have any questions concerning this project, please contact me at (909) 917-8839.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Robinson".

Jim Robinson
Project Manager

Enclosures

DEPARTMENT OF TRANSPORTATION

PROGRAM/PROJECT MANAGEMENT – MS 645

DISTRICT 8

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October 24, 2012

To: Sean Yeung
District Local Assistance Engineer
Caltrans, Office of Local Assistance
6th Floor, MS-M 1030, 464 W. 4th Street
San Bernardino, CA 92410-1400

Date: 10/24/2012
FTIP/FSTIP ID: SBD31850
Federal Project No: HPLULN 6208(023)
Adv. Id No. : 0813000054
PPNO (For STIP Projects): 0243K
High-Risk ITS (Phase 1 or 2): N/A

Project Description: Reconstruct an overcrossing/ramps with partial cloverleaf configuration northwest of I-215. Work includes adding northbound aux lane. Local street work to include widening of Barton Rd., removal of LaCrosse Ave. between Vivienda Ave. and Barton Rd, replacement with new local road, improvements to the Barton Rd. and Michigan Way/Vivienda Ave. intersection and realignment of Commerce Way.

Dear Mr. Yeung:

In order to begin federally reimbursable preliminary engineering work for the above-referenced project, we request that you secure Federal Authorization to Proceed and Obligation of Funds. The federal funds requested will not exceed those provided to this agency in the federally approved Federal Transportation Improvement Program (FTIP)/Federal Statewide Transportation Improvement Program (FSTIP).

Attached are the following documents required to authorize this phase of work:

Request for Authorization Package

- Completed Request for PE Authorization Data Sheet (Exhibit 3-E)
- Copy of FTIP/FSTIP Reference
- Completed Finance Letter (Exhibit 3-O)
- For High-Risk (formerly "Major") ITS Projects – Phase 2 Only: FHWA approved Systems Engineering Management Plan (SEMP) (Note that federal approval of the SEMP is contingent on prior federal approval of the Systems Engineering Review Form [SERF])
- Copy of Executed Cooperative Agreement (only for projects on State Highway System)
- Request for Capital Subvention Reimbursement Allocation (Exhibit 3-H) (only for projects on State Highway System)

Toll Credit Usage

- This project will use Toll Credit. It is fully funded.
- This project will NOT use Toll Credit.

Field Review Form (Exhibit 7-B)

- Completed Field Review Form (Exhibit 7-B) – **Submitted on Oct. 4, 2012**
- A Field Review Form will be submitted within four (4) months of the Federal Authorization date, otherwise, it is understood the authorization to proceed will be canceled automatically. It is further understood that a Program Supplement Agreement will NOT be prepared until after the Field Review Form is submitted.

Environmental Document

- Type of NEPA Document. Approval Date: _____.
- Categorical Exclusion (CE)
- Findings of No Significant Impact (FONSI)
- Record of Decision (ROD)
- Revalidation
- This agency has not completed the environmental process. The NEPA Document will be submitted at a later date, prior to beginning of final design (PS&E).

- This agency has not completed the environmental process. The NEPA Document will be submitted at a later date, prior to beginning of final design (PS&E).

Disadvantaged Business Enterprise (DBE)

- All work for this phase of the project will be performed by local agency staff (Caltrans Staff).
 For consultant contracts a Disadvantaged Business Enterprise (DBE) goal will be established for each contract and the Local Agency Proposer DBE Commitment (Consultant Contracts) (Exhibit 10-O1) will be submitted with the proposal. Within 15 days of contract execution, the Local Agency Proposer DBE Information (Consultant Contracts) (Exhibit 10-O2) shall be forwarded to the DLAE.

Pre-Award Audit

- Completed Audit Disposition (Exhibit 10-K), or
 Audit Disposition was not completed because neither federal-aid nor state funds will be used to fund a consultant contract, or
 Pre-award audit was not performed because the consultant contract is less than \$1 million and does not meet the criteria outlined in Exhibit 10-K requiring pre-award audit, or
 Audit Disposition is not being submitted at this time. It will be submitted to the DLAE prior to entering a contract with the consultant(s).

California Transportation Commission (CTC) Allocation

- A CTC allocation is not required, or
 A CTC allocation of \$ _____ (federal/state) funds for the PA/ED and/or PS&E component(s) of work was made at the _____ meeting of the CTC, or
 A CTC allocation of funds has been scheduled for the _____ meeting of the CTC. It is understood that the authorization/obligation of any federal STIP funds will not be made until after the CTC allocation.

Project Agreement and Liquidation of Funds

Upon FHWA issuance of the "Authorization to Proceed" and Agency submittal of the "Field Review" form (Exhibit 7-B), a "Program Supplement Agreement" will be prepared to encumber the federal and/or state funds for the project. This Agency understands that any federal and/or state funds encumbered for the project are available for disbursement for limited period(s) of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act, to the applicable Fund Reversion date shown on the State approved project finance letter (unless an extension is granted by the Department of Finance). It is anticipated that this phase of work will be completed by November 2014.

Invoice Submittal

This Agency understands that only relocation work performed after federal "Authorization to Proceed" (E-76) is eligible for reimbursement. Invoices for reimbursement will not be submitted until after the federal and state (if applicable) funds are encumbered via an executed "Program Supplement Agreement" and/or State approval Finance Letter. In addition, it is also understood that an invoice must be submitted at least once every six (6) months for each project phase until all funds are expended. If there are no eligible expenses, then a written explanation will be provided for that six (6) month period along with the target amount and date for the next invoice submittal.

CERTIFICATION

I certify that the facts and statements in this Request for Authorization Package are accurate and correct. This Agency agrees to comply with the applicable terms and conditions set forth in Title 23, U.S. Code, Highways, and the policies and procedures promulgated by the Federal Highway Administration and California Department of Transportation relative to the above-designated project.

I understand that this Agency is responsible for all costs in excess of the federal and/or state funds obligated / encumbered as well as for all costs it incurred prior to receiving the FHWA issued "Authorization to Proceed." I further understand that all subsequent phases of the project will require a separate "Federal Authorization to Proceed."

For High-Risk (formerly "Major") and Low-Risk (formerly "Minor") ITS projects, I understand that our project shall be consistent with the Regional ITS Architecture, adhere to ITS Standards, and undergo Systems Engineering analysis. A SERF

Mr. Sean Yeung
October 24, 2012
Page 3

will be included in the Field Review Package. For High-Risk ITS projects, I understand that this Agency shall not proceed with component detailed design until after FHWA approval of the SEMP and receipt of "Authorization to Proceed."

Please advise us as soon as the "Federal Authorization to Proceed" has been issued. You may direct any questions to:
Jim Robinson at (909) 917-8839 and Jim_Robinson@dot.ca.gov.



Jim Robinson
Project Manager, Caltrans District 8

EXHIBIT 3-E - REQUEST FOR AUTHORIZATION TO PROCEED DATA SHEET(S)

PROJECT REFERENCE DATA

DIST-CO-RTE-AGENCY: 08-SBD-215-CT FTIP / FSTIP ID: SBD31850
 FEDERAL PROJECT NO.: HPLULN 6208(023) PPNO (STIP): N/A
 Adv. Id No. : 0813000054 CTIPS REFER. NO.: 20950001239
 BRIDGE NO.(s): 54-0528

RESPONSIBLE/IMPLEMENTING AGENCY

RESPONSIBLE AGENCY: Caltrans IMPLEMEN. AGENCY: Caltrans

PROJECT DESCRIPTION

PROJECT TITLE: I-215/Barton Road Interchange Improvements
 WORK DESCRIPTION: Reconstruct an overcrossing/ramps with partial cloverleaf configuration northwest of I-215. Work includes adding northbound aux lane. Local street work to include widening of Barton Rd., removal of LaCrosse Ave. between Vivienda Ave. and Barton Rd. replacement with new local road, improvements to the Barton Rd. and Michigan Way/Vivienda Ave. intersection and realignment of Commerce Way.

PROJECT LOCATION

PROJECT LOCATION: I-215 Barton Road Interchange Project within the City of Grand Terrace
 URBAN (IZED) AREA: San Bernardino-Riverside INDIAN RESERV. : (Y/N) N
 CONG. DIST.S. & %'s: 41 (100%) TOLL ROAD: (Y/N) N
 RURAL (Y/N): Urban

FEDERAL AID ROUTE

FED-AID SYSTEM: (Y/N) Y FUNCIONAL CLASSIF. : Interstate, Other Principal Arterial, Minor Arterial, and Minor Collector
 STATE HWY: (Y/N) Y STATE ROUTE: I-215

ADMINISTERING AGENCY

LOCAL or CALTRANS (CT): Caltrans IF CT, PROJ. MANAGER: Jim Robinson

THIS FEDERAL AUTHORIZATION REQUEST

OVERSIGHT: DELEGATED or HIGH PROFILE
 ADV. CON. (Y/N): N 100% SAFETY (Y/N): N

COST SUMMARY:

PE: PHASE OF WORK	TOTAL	FED PART	FED 1 Section 112	FED 2 Section 115	STATE	OTHER	LOCAL Measure I
PREV. OBLIG							
THIS REQUEST	<u>\$3,832,047</u>	<u>\$2,480,646</u>	<u>\$1,980,000</u>	<u>\$500,646</u>			<u>\$1,351,401</u>
SUBTOTAL	<u>\$3,832,047</u>	<u>\$2,480,646</u>	<u>\$1,980,000</u>	<u>\$500,646</u>			<u>\$1,351,401</u>
PHASE OF WORK	TOTAL	FED PART	FED 1	FED 2	STATE	OTHER	LOCAL
PREV. OBLIG							
THIS REQUEST							
SUBTOTAL							
TOTAL	<u>\$3,832,047</u>	<u>\$2,480,646</u>	<u>\$1,980,000</u>	<u>\$500,646</u>			<u>\$1,351,401</u>

FEDERAL DEMONSTRATION PROJECT INFORMATION

PUBLIC LAW, SECTION: \$500,000 Sect. 115: Consolidated Appropriations Act, 2004, 108-119; \$646 Sect. 115: Consolidated Appropriations Act, 2004, 108-119; and \$1,980,000 Sect. 112: Appropriations Act, 2006, 109-115. FEDERAL DEMO IDs: CA 225, CA 227, and CA 770. LEGISLATIVE. PROJECT NO.:
 ESTIM. CONST. DATE: Nov. 2014 RELATED DEMO PROJECTS: _____

**Exhibit 3-E
Request for Authorization to Proceed Data Sheet(s)**

FTIP / FSTIP DATA

MPO/RTPA NAME: SCAG/SANBAG FTIP / FSTIP YEAR: 2011/2012
 FED. FUNDED PHASES: PE (This submittal), ROW SHEET OR AMD. NO.: Amendment No. 34
 APPROVAL DATE: October 16, 2012
 FED FUND TYPES/TOTALS: PE - SECT. 112 and 115: \$2,480,646; APPRV'D EPSP (Y or N): N

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMITTALS:

Race Conscious Implementation Agreement (Exhibit 9-A) CT APPROVAL DATE: N/A Caltrans
 Local Agency DBE Annual Submittal Form (Exhibit 9-B):
 FED FISCAL YEAR: N/A Caltrans is the implementing Agency CT APPROVAL DATE: N/A Caltrans is the implementing Agency

INITIAL AUTHORIZATION & ESTIMATED COMPLETION DATES

<u>PHASE OF WORK</u>	<u>INITIAL FEDERAL AUTHORIZATION DATE</u>	<u>ESTIMATED COMPLETION DATE</u>
PE	<u>(Proposed) December 2012</u>	<u>November 2014</u>
RW	<u></u>	<u>November 2014</u>
CON	<u></u>	<u>December 2016</u>

ENVIRONMENTAL DATA

NEPA DOCUMENT TYPE:

CE Date Caltrans SEP/DLAE signed CE Form (use the latest date)
 EA / FONSI Date Caltrans DD (DDD or designee) signed the FONSI
 EIS / ROD Date Caltrans signed the ROD
 EIS Number Year of Public Release of EIS and EIS number (assigned by FHWA)
 AIR BASIN (For CMAQ Program Funds)

R/W ESTIMATE

R/W ACQ PARCELS: \$
 RAP (FAMILY): \$
 (BUSINESS): \$
 LRH/HRDSHIP: \$
 UTILITIES: \$
 SUPPORT: \$
 TOTAL: \$

UTILITY RELOCATION / ADJUSTMENTS

<u>UTILITY OWNER</u>	<u>UTILITY TYPE</u>	<u>COST TO RELOCATE</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
TOTAL UTILITY RELOCATION COSTS		<u></u>

DESCRIPTION OF R/W PARCELS BY TYPE OF ACQUISITION/ACTIVITY

<u># PARCELS</u>	<u>ACQUISITION TYPE AND/OR ACTIVITY</u>	<u># ACRES</u>	<u>EST. COST</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

R/W CERTIFICATION

R/W CERT. NO. Date Approved by Caltrans:

LOCAL AGENCY COMMENTS

THIS REQUEST PREPARED BY:

NAME: Carrie Schindler
 TITLE: Chief of Programming, San Bernardino Associated Governments
 PHONE NO.: (909) 884-8276
 E-MAIL: Cschindler@sanbag.ca.gov

AGENCY CONTACT FOR PROGRAM SUPPLEMENT AGREEMENT

NAME: Jim Robinson
 TITLE: Project Manager
 PHONE NO.: (909) 917-8839
 E-MAIL: Jim_Robinson@dot.ca.gov

Distribution: DLAE



Expires – Upon Issuance of LPP

EXHIBIT 3-H - REQUEST FOR CAPITAL SUBVENTION REIMBURSEMENT ALLOCATION

(For Projects on State Highway System with “Capital-Outlay” Costs
Funded with Local Assistance Subvention Funds and Administered by the State)

To: **Division Chief** Date: **05/15/2012**
Division of Budgets, MS 24 Dist/Co/Rte: **08-SBD-215**
Attention: Capital Budgets Branch PM: **0.58/1.66**
Federal Project No.: HPLULN 6208(023)
AMS Advantage ID: 0813000054
Advantage Phase: PS&E
PPNO (if applicable): 0243K

Re: Request for Capital Subvention Reimbursement Allocation: I-215/Barton Rd. Interchange Improvements

Project Description: Reconstruct an overcrossing/ramps with partial cloverleaf configuration northwest of I-215. Work includes adding northbound aux. lane. Local street work to include widening of Barton Rd., removal of LA Crosse Ave. between Vivienda Ave. and Barton Rd., replacement with new local road, improvements to the Barton Rd. and Michigan Way/Vivienda Ave. intersection and realignment of Commerce Way.

Agreement:

Local Agency:	_____	SANBAG
Agreement Type and Number:	_____	Cooperative Agreement 08-1537
Previously Approved Amount:	_____	None
Amount This Request:	_____	\$2,480,646
Total Amount:	_____	\$2,480,646

Program, Category of Expenditures & Fiscal Year:

Program Element Component Task:	_____	(“20.20.400.210”)¹
Category of Expenditure:	_____	1210 / 9980 (Task / Subtask) - Always Use
Fiscal Year (FY):	_____	2012/2013

Requested By:

Project Manager Name: **Jim Robinson**
 Project Manager Signature: _____
 Date: **10/24/2012**

Concurred By:

 Office of Resource Management and STIP
 Division of Local Assistance
 Date: _____

Approval: (By the Capital Outlay Unit, Division of Budgets

Name: _____
 Title: _____
 Date: _____

Footnote:

1) Values for “xxx” are available from the Division of Accounting’s Coding Manual @
[“http://onramp.dot.ca.gov/hq/accounting/Coding_Manual1/pdf/Sect4-20.10_and_20.20_Matrix_FY11.pdf”](http://onramp.dot.ca.gov/hq/accounting/Coding_Manual1/pdf/Sect4-20.10_and_20.20_Matrix_FY11.pdf)

Distribution:

- (1) Local Programs Accounting
- (2) District Resource Management
- (3) Highway Appropriation & Mgmt Section - Accounting
- (4) Division of Local Assistance – Subvention Mgmt Branch
- (5) DLAE

EXHIBIT 3-L LOCAL ASSISTANCE PROJECT PREFIXES

Standard Federal Program Prefixes

[]	STP	Surface Transportation Program
[]	CM	Congestion Mitigation & Air Quality Improvement (CMAQ) Program
[]	BR	Bridge Replacement
[]	BR	Bridge Rehabilitation
[]	ER	Emergency Relief
[]	HSIP	Highway Safety Improvement Program
[]	HRRR	High Risk Rural Roads
[]	SRTS	Safe Routes to School (Infrastructure or Non-infrastructure; Federal USC Sec. 1404)
[]	NBIS	National Bridge Inspection System

STIP Funded Programs

[]	RPSTP	STIP Regional Improvement Program (Federalized)
[]	RP	STIP Regional Improvement Program (State-only)
[]	PPMxx	STIP Funded Planning Programming and Monitoring (S/O)
[]	FSPxx	Freeway Service Patrol (S/O)

xx – Represents second year of programmed fiscal year (e.g. FY 2004/05 = 05)

Sub-Level Identifier

[x]	L	Local Assistance Funds Management
[x]	N	On National Highway System
[]	H	Safety, Hazard Elimination & Safety Program (HES) portion of STP
[]	G	100% Federal Funding for Safety
[]	E	STIP Programmed Transportation Enhancements/Activities (TE/TEA)
[]	ER	Regional TEA Program
[]	EC	CTC Conservation Lands TEA Program
[]	EE	CTC Statewide Transportation Enhancement (STE) Program
[]	HSR	Safe Routes to School (State-legislated program using federal funds)
[]	NI	Safe Routes to School (Federal funds; Non-infrastructure projects)
[]	S	On System (HBP Program)
[]	O	Off System (HBP Program)

Discretionary Program Prefixes

[]	BDxxx	Bridge Discretionary
[]	BDSxxx	Bridge Discretionary, Seismic
[]	IBRCxxx	Innovative Bridge Research and Construction
[]	FBDxxx	Ferry Boat Discretionary
[]	FLHxxx	Federal Lands Highways
[]	IRxxx	Indian Roads
[]	PLHxxx	Public Lands Highways
[]	CASBxxx	California Scenic Byways
[]	RTxxx	Recreational Trails
[]	TCSPxxx	Transportation Community and System Preservation, Competitive
[]	TCSExxx	Transportation Community and System Preservation, Earmarked

[]	NCPDxxx	National Corridor Planning and Deployment
[]	CBIxxx	Coordinated Border Infrastructure
[]	ITSxxx	Intelligent Transportation Systems
[]	LTAPxx	Technical Deployment, Local Technical Assistance Program
[]	VPPLxxx	Value Pricing Pilot Program
[x]	HPLU	<u>SAFETEA-LU High Priority and Sections 115 and 112 Federal Funds</u>
[]	TILU	SAFETEA-LU Transportation Improvement
[]	PRNS	SAFETEA-LU Projects of Regional and National Significance
[]	NCIIP	SAFETEA-LU National Corridors Infrastructure Improvement Program

xx – Represents second year of FFY of allocation (e.g. FY 2004/05 = 05).
xxx– Represents sub-level Identifier & 2nd year of FFY of allocation.

EXHIBIT 3-O LOCAL FEDERAL-AID PROJECT FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

Date: 10/22/2012
Agency: Caltrans
Fed Project No.: HPLULN 6208(023)
Adv. Id. No. 813000054
PPNO.: 0243K
Bridge No : 54-0528

ATTN: Gilbert Petrisans

Work on State Highway (Y or N): Y If yes, provide following:

Administered by State or Local? State/Caltrans

Project Manager Name: Jim Robinson

Accounting Program Code(s): _____

Coop or Contribution Agrmt No.: 08-1537

	TOTAL COST OF WORK	FEDERAL PARTICIPATING COST	FEDERAL FUND		STATE MATCH FUNDS	LOCAL MATCH FUNDS	OTHER FUNDS MEASURE 1
			TYPE (1) SECT. 112 - LY 60	TYPE (2) SECT. 115 - H 170			
PRELIMINARY ENGINEERING	\$3,832,047	\$2,480,646	\$1,980,000	\$500,646			\$1,351,401
Agency Preliminary Engineering							
State Furnished Preliminary Engineering							
Overhead at _____ %							
RIGHT OF WAY (R/W)							
Purchase Costs							
Relocation Assistance /Utility							
CONSTRUCTION							
Contract Items _____							
Utilities _____							
Supplemental Work _____							
Contingencies _____							
Trainees _____							
Agency/State Furn. Mat. _____							
Contract Total: _____							
CONSTRUCTION ENGINEERING							
Agency Construction Engineering							
State Furnished Construction Engineering							
Overhead at _____ %							
State Furnished Materials Testing							
Overhead at _____ % Subjob _____							
Striping by Agency							
Force Account Work by Agency							
TOTALS:	\$3,832,047	\$2,480,646	\$1,980,000	\$500,646			\$1,351,401

Federal Participation: 100%

Federal Appn. Code(s): LY 60 and H 170

Federal Reimbursement Rate(s) for Progress Invoice:

Certification

I certify that this Finance Letter accurately reflects the current cost estimate for all phases of the project obligated but not fully expended.

For questions regarding finance letter, contact:

Printed Name: Jim Robinson

Telephone No. (909) 917-8839

PHASE	FED (1)	FED (2)
	Section 112	Section 115
PE	100.00%	100.00%
R/W		
CON		
CE		

Signature : _____

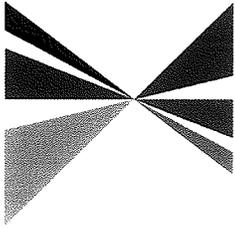
Title : Project Manager

Project location : I-215/Barton Road within the City of Grand Terrace

Remarks : _____

Distribution: (1) Original + 4 copies-Caltrans DLAE
(2) Copy-Local Agency Project File

SOUTHERN CALIFORNIA



**ASSOCIATION of
GOVERNMENTS**

Main Office

818 West Seventh Street
12th Floor
Los Angeles, California
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Glen Becerra, Simi Valley

First Vice President
Greg Pettis, Cathedral City

Second Vice President
Carl Morehouse, San Buenaventura

Immediate Past President
Pam O'Connor, Santa Monica

**Executive/Administration
Committee Chair**

Glen Becerra, Simi Valley

Policy Committee Chairs

Community, Economic and
Human Development
Paula Lantz, Pomona

Energy & Environment
Cheryl Viegas-Walker, El Centro

Transportation
Keith Millhouse, Ventura County
Transportation Commission

October 16, 2012

Administrative Modification #11-34

Ms. Rachel Falsetti
Chief, Division of Transportation Programming
Department of Transportation
Transportation Programming, MS-82
1120 "N" Street
Sacramento, CA 94274-0001

ATTENTION: Abhijit Bagde

RE: ADMINISTRATIVE MODIFICATION #11-34 TO THE 2011
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP)

Dear Ms. Falsetti:

The Southern California Association of Governments (SCAG) is transmitting Administrative Modification #11-34 for projects in Los Angeles, Orange, Riverside, and San Bernardino Counties. The projects meet the administrative modification criteria provided by the funding agencies in their letter dated June 3, 2011.

SCAG certifies that the projects in this administrative modification are not included in any other amendment that is currently open for public review.

The projects included in this administrative modification have demonstrated it satisfies the requirements of 40 CFR 93.118 and 93.119 without a new regional emissions analysis in accordance with the provisions of 40 CFR 93.122(e)(2)(ii). Therefore, SCAG through its function as the designated Metropolitan Planning Organization (MPO) has found the attached projects to conform to the applicable Stage Implementation Plan and to be consistent with the 2012 Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS). The updates of these projects do not impact the conformity analysis of the financial constraints of the FY 2011 FTIP.

Under the delegated authority received from Caltrans, I approve this administrative modification to the Federal Statewide Transportation Program (FSTIP).

Page 2
Letter to Rachel Falsetti
October 16, 2012

If you have any questions, please contact Rosemary Ayala of my staff at (213) 236-1927 or via e-mail at ayala@scag.ca.gov.

Sincerely,

Handwritten signature of Hasan Ikhrata in black ink. The signature is written in a cursive style and includes the name "Hasan" followed by "Ikhrata" in parentheses, with a circled "C" below it.

Hasan Ikhrata
Executive Director

HI:ra

Cc: Mr. Leslie Rogers, FTA
Mr. Stew Sonnenberg, FHWA
Mr. Michael Morris, Jr., FHWA
Mr. Ted Matley, FTA
Ms. Karina O'Conner, EPA Region 9
County Transportation Commissions

LOS ANGELES COUNTY

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ADMINISTRATIVE MODIFICATION #11-34
OCTOBER 2012
(In \$000's)



LOCAL HIGHWAY SYSTEM

LEAD AGENCY	PROJECT ID	PROJECT DESCRIPTION	NARRATIVE	CHANGE REASON
Long Beach, City of	LA000512	Ocean Boulevard, from the Los Angeles River over UPRR and Back Channel, to 0.1 mile E of State Route 47, replace 5 lane existing Gerald Desmond Bridge with new 6 lane bridge (3 lanes in each direction); other improvements include construction of new approach structures and roads, reconstruction of the existing Horseshoe interchange ramp connectors, reconstruction of the existing connectors to SR-710, and reconstruction of two ramp connections to Pico Avenue.	FUND CHANGE PORT: - Decrease funds in 10/11 in ROW from \$50,182 to \$10,182 - Decrease funds in 10/11 in CON from \$245,933 to \$84,133 Total project cost decreased from \$1,162,003 to \$960,203	FUND DECREASE. Funding has been decreased due to deletion of duplicate project cost. Project qualifies for an Administrative Modification per criterion iv.

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ADMINISTRATIVE MODIFICATION #11-34
OCTOBER 2012
(In \$000's)



LOCAL HIGHWAY SYSTEM

<p>Long Beach, City of</p>	<p>LAF3503</p>	<p>Long Beach South Waterfront Bike Path Gap Closure. The South Waterfront Bike Path connection proposes a main gap-closure to Long Beach's primary bikeway network. This Class I path includes a mid-block crossing and wayfinding signs. The proposed South Waterfront Bike Path starts at the north end of the Queensway Bridge at the existing terminus of the Class I path. Bike path distance .50 miles.</p>	<p>Shift Funds Change Project Description: - from "Long Beach South Waterfront Bike Path Gap Closure. The South Waterfront Bike Path connection proposes a main gap-closure to Long Beach's primary bikeway network. This Class I path includes a mid-block crossing and wayfinding signs. The proposed South Waterfront Bike Path starts at the north end of the Queensway Bridge at the existing terminus of the Class I path. The proposed alignment follows the north side of Queensway Drive within the City right-of-way as a Class I bike path to the existing class I path." to "Long Beach South Waterfront Bike Path Gap Closure. The South Waterfront Bike Path connection proposes a main gap-closure to Long Beach's primary bikeway network. This Class I path includes a mid-block crossing and wayfinding signs. The proposed South Waterfront Bike Path starts at the north end of the Queensway Bridge at the existing terminus of the Class I path. Bike path distance .50 miles." Change Fund Source AGENCY: — Delete funds in 12/13 in ENG for \$10 — Delete funds in 14/15 in CON for \$167 PORT: ▶ Add funds in 12/13 in ENG for \$10 ▶ Add funds in 14/15 in CON for \$167 Total project cost remains the same at \$885</p>	<p>Funding source changed. The Port funds will be used as matching funds instead of the Agency funds. In the absence of the RDA, the Port has agreed to assume the MTA grant for the SWBP and the Board of Harbor Commissioners approved the local match expenditure.</p> <p>Project discription was updated to reflect bike path distance of .50 miles.</p> <p>Project is eligible for an Administrative Modification under criterion i. and v.</p>
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2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ADMINISTRATIVE MODIFICATION #11-34
OCTOBER 2012
(in \$000's)



STATE SYSTEM				
LEAD	PROJECT ID	PROJECT DESCRIPTION	NARRATIVE	CHANGE REASON
Caltrans	LA0G440	Route 005: PHASE 2 AND 3 OF 3-- IN LA/SANTA CLARITA: PHASE 2 (N/B FR RTE 14 TO WELDON CNYN ROAD; CONSTRUCT HOV LANE)& PHASE 3 (FR SR14 TO PARKER RD OC; CONSTRUCT HOV, TRUCK & AUX LANES (EA 2332C, PPNO 3189A & EA 2332E PPNO 3189B), SAFTETEA-LU#465. PE & RW \$ ARE PROGRAMMED FOR EA 2332E ONLY.	COST INCREASE TCSPPP: ► Add funds in 12/13 in ENG for \$707 Total project cost increased from \$46,170 to \$46,877	AMEND FTIP PER 2010 TCSP GRANT TO ADD TCSP FY 12/13 \$707K PSE. PROJECT MUST BE AMENDED NOW IN ORDER TO OBLIGATE BY NOV 2012. Project qualifies for Admin Modification under ii Revised funding amount for a project or a project phase and and v. - Change of Funds

2011 Federal Transportation Improvement Program

Administrative Modification #11-34

Los Angeles County

Project Listing Report

(In \$000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
LA000512	Los Angeles	SCAB		LA000512	CAR60				L	NON-EXEMPT	34	
Description:							PTC	960,203	Agency	LONG BEACH		
Ocean Boulevard, from the Los Angeles River over UPRR and Back Channel, to 0.1 mile E of State Route 47, replace 5 lane existing Gerald Desmond Bridge with new 6 lane bridge (3 lanes in each direction); other improvements include construction of new approach structures and roads, reconstruction of the existing Horseshoe interchange ramp connectors, reconstruction of the existing connectors to SR-710, and reconstruction of two ramp connections to Pico Avenue.												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
BRIDGE - LOCAL	10,000	40,000	160,386	210,386	10,000	160,386				20,000	20,000	210,386
PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE SURFACE TRANS PROG	22,078	77,922		100,000	6,878	93,122						100,000
STP LOCAL - REGIONAL	5,782			5,782	5,782							5,782
LOCAL ADVANCE CONSTRUCTION PROP "C25" FUNDS			11,315	11,315						11,315		11,315
PORT FUNDS			1,414	1,414		41,414				-20,000	-20,000	1,414
SHOPP ADVANCE CONSTRUCTION - TCIF			17,306	17,306		17,306						17,306
LA000512 Total	11,880	10,182	91,938	114,000	6,080	100,115					7,805	114,000
			299,795	299,795		299,795						299,795
			200,205	200,205		200,205						200,205
	49,740	128,104	782,359	960,203	28,740	912,343				11,315	7,805	960,203

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
LAF3503	Los Angeles	SCAB		1NL04	NCN26				L	EXEMPT - 93.126	34	
Description:							PTC	885	Agency	LONG BEACH		
Long Beach South Waterfront Bike Path Gap Closure. The South Waterfront Bike Path connection proposes a main gap-closure to Long Beach's primary bikeway network. This Class I path includes a mid-block crossing and wayfinding signs. The proposed South Waterfront Bike Path starts at the north end of the Queensway Bridge at the existing terminus of the Class I path. Bike path distance .50 miles.												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
CMAQ	39		669	708						669		708
PORT FUNDS	10		167	177						167		177
LAF3503 Total	49		836	885						836		885

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
LA0G440	Los Angeles	SCAB		LAE0465	CAN69	5	44.9	59	S	TCM	34	
Description:							PTC	410,000	Agency	CALTRANS		
Route 005: PHASE 2 AND 3 OF 3-- IN LA/SANTA CLARITA: PHASE 2 (N/B FR RTE 14 TO WELDON CNYN ROAD; CONSTRUCT HOV LANE)& PHASE 3 (FR SR14 TO PARKER RD OC; CONSTRUCT HOV, TRUCK & AUX LANES (EA 2332C, PPNO 3189A & EA 2332E PPNO 3189B), SAFETEA-LU#465. PE & RW \$ ARE PROGRAMMED FOR EA 2332E ONLY.												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
DEMO-SAFETEA-LU	1,600			1,600	1,600							1,600
TRANS AND COMM AND SYS PRESRV PILOT PROG MEASURE R	707			707				707				707
PRIVATE FUNDS	32,400	5,600		38,000		2,400		35,600				38,000
LA0G440 Total	6,570			6,570	6,570							6,570
	41,277	5,600		46,877	8,170	2,400		36,307				46,877
Grand Total	91,066	133,704	783,195	1,007,965	36,910	914,743		36,356		12,151	7,805	1,007,965

ORANGE COUNTY

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

Orange County Transportation Authority

Administrative Modification #11-34

October 2012

(in \$000's)



State Hwy

Orange County Transportation Authority (OCTA)	ORA130061	Interstate 405 Continuous Access High Occupancy Vehicle Lane Striping from Interstate 5 Interchange to State Route 73 Interchange.	<p>MINOR CHANGE:</p> <p>No change in project funding</p> <p>Total project cost remains the same at \$3,550</p>	<p>Update Conformity Category from Exempt-93.126 to Non-Exempt</p> <p>Technical change no other changes</p>
Orange County Transportation Authority (OCTA)	ORA030605	I-405 from SR-73 to I-605. In each direction add 1 MF land, convert existing HOV to HOT, add 1 additional hot lane, and additional capital improvements. Combined with ORA045, ORA151 and ORA120310. Consistent with the 2012 RTP	<p>COST INCREASE</p> <p>DEMOSTL:</p> <p>- Increase funds in 12/13 in ENG from \$2,269 to \$2,968</p> <p>IM:</p> <p>- Increase funds in 12/13 in ENG from \$5,560 to \$6,690</p> <p>Total project cost increased from \$12,337 to \$14,166</p>	<p>Added IMD and SAFETEA-LU funds.</p> <p>Project qualifies for Admin Modification under ii</p> <p>Revised funding amount for a project or a project phase and and v. -Change of Funds</p>

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

Orange County Transportation Authority

Administrative Modification #11-34

October 2012

(in \$000's)



Transit

Anaheim, City of	ORA120318	ANAHEIM REGIONAL TRANS INTERMODAL CENTER (ARTIC) PHASE I - INCLUDE EXPAND OF EXIST AMTRAK/METROLINK STATION AT ANA STAD TO PROVIDE ACCESS W/ TRANS SVC	<p>FUND SOURCE CHANGE</p> <p>5309a:</p> <ul style="list-style-type: none"> - Add funds in 11/12 in CON for \$5,617 - Add funds in 12/13 in CON for \$11,984 <p>ORAM2TR:</p> <ul style="list-style-type: none"> - Decrease funds in 10/11 in CON from \$90,571 to \$72,970 <p>Total project cost remains the same at \$183,864</p>	<p>Revise Funds Between Fiscal Years - Swap Measure M2 Transit funds for FTA 5309a funds.</p> <p>Project qualifies for Admin Modification v. -Change of Funds</p>
Orange County Transportation Authority (OCTA)	ORA030612	PLACENTIA TRANSIT STATION - E OF SR-57 AND MELROSE ST AND N OF CROWTHER AVE. CONSTRUCT NEW METROLINK STATION AND RAIL SIDEING PPNO 9514	<p>FUND SOURCE CHANGE</p> <p>5309a:</p> <ul style="list-style-type: none"> - Add funds in 12/13 in CON for \$8,000 <p>PTMISEA:</p> <ul style="list-style-type: none"> - Increase funds in 11/12 in ENG from \$100 to \$400 - Deleted funds in 11/12 in CON for \$8,300 <p>Total project cost remains the same at \$23,420</p>	<p>Swap PTMISEA funds with FTA 5309 funds.</p> <p>Project qualifies for Admin Modification v. -Change of Funds</p>

2011 Federal Transportation Improvement Program

Administrative Modification #11-34

Orange County

Project Listing Report

(In \$000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
ORA130061	Orange	SCAB		2120010	LUM01	405	.23	10.3	S	NON-EXEMPT	34	
Description:							PTC	3,550	Agency	ORANGE COUNTY TRANS AUTHORITY (OCTA)		
Interstate 405 Continuous Access High Occupancy Vehicle Lane Striping from Interstate 5 Interchange to State Route 73 Interchange.												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
STP LOCAL - REGIONAL	50			50				50				50
AGENCY	740	20		760			330	430				760
STATE CASH - RIP			2,740	2,740							2,740	2,740
ORA130061 Total	790	20	2,740	3,550			330	480			2,740	3,550

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
ORA030605	Orange	SCAB		ORA030605	CAX63	405	10.3	24.1	S	TCM	34	
Description:							PTC	1,694,000	Agency	ORANGE COUNTY TRANS AUTHORITY (OCTA)		
I-405 from SR-73 to I-605. In each direction add 1 MF land, convert existing HOV to HOT, add 1 additional hot lane, and additional capital improvements. Combined with ORA045, ORA151 and ORA120310. Consistent with the 2012 RTP												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
FFY 2006 APPROPRIATIONS EARMARKS	990			990				990				990
DEMO-SAFETEA-LU	2,968			2,968				2,968				2,968
INTERSTATE MAINTENANC	6,690			6,690				6,690				6,690
ORANGE M2 - FREEWAY	3,518			3,518	3,518							3,518
ORA030605 Total	14,166			14,166	3,518			10,648				14,166

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment				
ORA120318	Orange	SCAB		ORA120318	TRR14	T	TCM	34				
Description:							PTC	183,864	Agency	ANAHEIM		
ANAHEIM REGIONAL TRANS INTERMODAL CENTER (ARTIC) PHASE I - INCLUDE EXPAND OF EXIST AMTRAK/METROLINK STATION AT ANA STAD TO PROVIDE ACCESS W/ TRANS SVC												
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
FFY 2008 Appropriations Earmarks	588			588	588							588
FFY 2009 Appropriations Earmarks	2,613			2,613	2,613							2,613
FTA 5309(a) GUIDEWY	3,344		17,601	20,945	725			8,236	11,984			20,945
FTA 5309(c) BUS			12,500	12,500		5,000	7,500					12,500
ORANGE M - TRANSIT	38,080	5,820		43,900	38,080	5,820						43,900
ORANGE CO. MEASURE M2 - TRANSIT		1,129	72,970	74,099		74,099						74,099
STATE CASH - RIP			29,219	29,219		29,219						29,219
ORA120318 Total	44,625	6,949	132,290	183,864	42,006	114,138	15,736	11,984				183,864

2011 Federal Transportation Improvement Program

Administrative Modification #11-34

Orange County

Project Listing Report

(In \$000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category					Amendment	
ORA030612	Orange	SCAB		ORA030612	TRNH6	T	TCM						34
Description:						PTC	23,420	Agency	ORANGE COUNTY TRANS AUTHORITY (OCTA)				
PLACENTIA TRANSIT STATION - E OF SR-57 AND MELROSE ST AND N OF CROWTHER AVE. CONSTRUCT NEW METROLINK STATION AND RAIL SIDEING PPNO 9514													
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total	
CMAQ	50		8,300	8,350			8,350					8,350	
FTA 5309(a) GUIDEWY			8,000	8,000				8,000				8,000	
AGENCY	670	3,500		4,170	4,150	20						4,170	
PUBLIC TRANS	400			400			400					400	
MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT. STIP ADVANCE CON-RIP	2,500			2,500	2,500							2,500	
ORA030612 Total	3,620	3,500	16,300	23,420	6,650	20	8,750	8,000				23,420	
Grand Total	63,201	10,469	151,330	225,000	52,174	114,158	24,816	31,112			2,740	225,000	

RIVERSIDE COUNTY

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

**Riverside County
Administrative Modification #11-34**

October 2012

(in \$000's)



Agency	Project ID	Title	Changes Requested	Update Reason
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Local Highway System

Riverside County	RIV070703	In Riverside on Iowa Ave: Replace existing 4 lane (2-Lns in ea dir) R/R X-ing with a 4 lane (2-Lns in ea dir - non-capacity) O.C. grade separation on Iowa Ave. btwn Spring St & Palmyrita Ave w/pedestrian improvements & reconstruct Citrus St intersection (non-capacity enhancing).	<p>COST INCREASE Funding Detail:</p> <ul style="list-style-type: none"> - City funding adjustments: <ul style="list-style-type: none"> -- Add CITY FY 11/12 R/W cost of \$614 -- Decrease CITY FY 11/12 Cons cost from \$2,000 to \$1,060 -- Total CITY programmed decreases from \$2,000 to \$1,674 - CMAQ funding adjustments: <ul style="list-style-type: none"> -- Increase CMAQ FY 11/12 Cons cost from \$3,550 to \$6,177 -- Total CMAQ programmed increases from \$3,550 TO \$6,177 - PRIV funding adjustments: <ul style="list-style-type: none"> -- Delete PRIV FY 09/10 R/W Cost of \$1,000 -- Increase PRIV FY 11/12 Cons cost from \$1,000 to \$1,400 -- Total PRIV programmed decreases from \$2,000 to \$1,400 - STATE PUC funding adjustments: <ul style="list-style-type: none"> -- Increase STATE PUC FY 09/10 R/W cost from \$50 to \$3,742 -- Decrease STATE PUC FY 11/12 Cons cost from \$4,950 to \$1,258 -- Total STATE PUC programmed remains \$5,000 - STP-HR 4818 funding adjustments: <ul style="list-style-type: none"> -- Decrease STP-HR4818 FY 11/12 Eng cost from \$338 to \$331 -- Total STP-HR4818 programmed decreases from \$668 to \$661 - TDA A-4 funding adjustments: <ul style="list-style-type: none"> -- Decrease TDA A-4 FY 07/08 Eng cost from \$1,500 to \$1,282 -- Add TDA A-4 FY 11/12 R/W cost of \$218 -- Total TDA A-4 programmed remains \$1,500 - TCIF funding adjustments: <ul style="list-style-type: none"> -- Decrease TCIF FY 11/12 Cons cost from \$13,000 to \$11,465 -- Total TCIF programmed decreases from \$13,000 to \$11,465 <p>Total amount programmed increases from \$32,168 to \$32,327</p>	Adjustments based on current bids received and final funding adjustments.
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2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

**Riverside County
Administrative Modification #11-34
October 2012
(in \$000's)**



Agency	Project ID	Title	Changes Requested	Update Reason
State Highway System				
Riverside County SR-74 PM Limits 34.8 to 35.92	RIV050517	On SR74 in/near Hemet from Calvert Ave to California Ave: curve, median, & pavement widening (non-capacity) (EA ON3600).	Cost Increase Funding Details: - MEAS A funding adjustments: -- Delete MEAS A FY 10/11 Cons cost of \$1,950 -- Add MEAS A FY 12/13 Cons cost of \$3,500 -- Total MEAS A programmed increases from \$4,872 to \$6,422 Total amount programmed increases from \$4,872 to \$6,422	Increase per latest engineer's estimate.

2011 Federal Transportation Improvement Program

Administrative Modification #11-34

Riverside County

Project Listing Report

(in 000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment		
RIV070703	Riverside	SCAB		3GL04	NCN31				L	EXEMPT - 93.126	34		
Description:							PTC	32,327	Agency	RIVERSIDE, CITY OF			
IN RIVERSIDE ON IOWA AVE: REPLACE EXISTING 4 LANE (2-LNS IN EA DIR) R/R X-ING WITH A 4 LANE (2-LNS IN EA DIR - NON-CAPACITY) O.C. GRADE SEPARATION ON IOWA AVE BTWN SPRING ST & PALMYRITA AVE W/PEDESTRIAN IMPROVEMENTS & RECONSTRUCT CITRUS ST INTERSECTION (NON-CAPACITY ENHANCING).													
Fund		ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
CMAQ				6,177	6,177			6,177					6,177
PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE			4,050		4,050	4,050							4,050
SURFACE TRANS PROG - HR4818		661			661	330		331					661
STP LOCAL			400		400	400							400
CITY FUNDS			614	1,060	1,674			1,674					1,674
PRIVATE FUNDS				1,400	1,400			1,400					1,400
TDA ARTICLE #4		1,282	218		1,500	1,282		218					1,500
STATE PUC			3,742	1,258	5,000	3,742		1,258					5,000
TRADE CORRIDOR PROGRAM				11,465	11,465			11,465					11,465
RIV070703 Total		1,943	9,024	21,360	32,327	9,804		22,523					32,327

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment		
RIV050517	Riverside	SCAB		RIV050517	NCR91	74	34.8	35.92	S	EXEMPT - 93.126	34		
Description:							PTC	6,422	Agency	RIVERSIDE COUNTY TRANS COMMISSION (RCTC)			
ON SR74 IN/NEAR HEMET FROM CALVERT AVE TO CALIFORNIA AVE: CURVE, MEDIAN, & PAVEMENT WIDENING (NON CAPACITY) (EA 0N3600)													
Fund		ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
RIV CO SALES TAX		670	2,252	3,500	6,422	2,922			3,500				6,422
RIV050517 Total		670	2,252	3,500	6,422	2,922			3,500				6,422
Grand Total		2,613	11,276	24,860	38,749	12,726		22,523	3,500				38,749

SAN BERNARDINO COUNTY

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
 San Bernardino County
 Administrative Modification #11-34
 October 2012
 (in \$000's)



LOCAL

Agency	Project ID	Title	Changes Requested	Updated Reason
NEEDLES	20112007	I-40 NEEDLES CONNECTOR ROADWAY/SIDEWALK IMPROVEMENTS ALONG 6,300FT J ST FROM I-40 OFF-RAMPS TO W BROADWAY; W BROADWAY FROM J ST TO NEEDLES HWY; NEEDLES HWY FROM W BROADWAY TO N K ST; N K ST TO SOUTH ABUTMENT OF CO RIVER BRIDGE. INTERSECTION IMPROVEMENTS AT J ST/W BROADWAY, W BROADWAY/NEEDLES HWY, NEEDLES HWY/N K ST WILL INCLUDE TRAFFIC SIGNALS, TURN LANES, STRIPING/SIGNAGE & SIDEWALK	Cost Decrease <u>Funding Detail:</u> - CITY fund adjustments: -- Delete CITY FY12/13 ENG cost of \$396 -- Total CITY funding decreased from \$3,246 to \$2,850 - SEC112 fund adjustments: -- Delete SEC112 FY12/13 ENG cost of \$1,980 -- Total SEC112 funding decreased from \$1,980 to \$0 - Total amount programmed decreased \$2,376 from \$8,139 to \$5,763	Earmark deadlines created urgency to change this project. Removed Sec. 112 and added to SBD31850.
RIALTO	200603	RIVERSIDE AVE. OVER METROLINK AND BNSF RY, 0.1 MI S OF I-10 REMOVE AND REPLACE EXISTING 5 LANE BRIDGE WITH 7 LANE BRIDGE (PA&ED ONLY) SCOPING FOR PORJECT. HIGH COST PROJECT AGREEMENT REQUIRED PRIOR TO PE AUTHORIZATION.(#54C0062)	Cost Increase <u>Funding Detail:</u> - DEMO fund adjustments -- Add DEMO FY12/13 ENG cost of \$400 -- Total DEMO funding is \$400 - Total amount programmed increased \$400 from \$37,574 to \$37,974	DEMO funds (Unprogrammed allocation) needed to be programmed so the project can move forward.
VICTORVILLE	SBD97147	GREEN TREE BLVD AT AT&SF RAILROAD CONSTRUCT 4-LANE BR & CONNECT TO HESPERIA & RIDGECREST RD	Cost Increase <u>Funding Detail:</u> - CITY fund adjustments -- Delete CITY FY12/13 ENG cost of \$1,092 -- Delete CITY FY12/13 ROW cost of \$1,491 -- Add CITY FY13/14 ROW cost of \$1,491 -- CITY FY13/14 CON cost increased from \$12,000 to \$14,977 -- Total CITY funding increased from \$14,583 to \$16,468 - SEC112 fund adjustments -- Add SEC112 FY12/13 ENG cost of \$990 -- Total SEC112 funding is \$990 - SEC117 fund adjustments -- Add SEC117 FY12/13 ENG cost of \$2,958 -- Total SEC117 funding is \$2,958 - Total amount programmed increased from \$14,583 to \$20,416	Earmark deadlines -- Needed to program federal funds so wouldn't loose them.

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
San Bernardino County
Administrative Modification #11-34
October 2012
(in \$000's)



STATE

Lead Agency	RTIP	Title	Changes Requested	Updated Reason
SANBAG Rte. 10 PM Limits 26 to 27.3	44812	I-10 TIPPECANOE RECONFIGURE INTERCHANGE & LOCAL RD IMP/MOD (HP 1366)(FORMERLY PART OF RTP ID 44810)(non-capacity local road improvements - no thru lanes)	Cost Decrease <u>Funding Detail:</u> - SEC115 fund adjustments: -- SEC115 FY1011 ROW cost decreased \$1 from \$3,000 to \$2,999 -- Total SEC115 funding decreased from \$3,000 to \$2,999 - SEC117 fund adjustments: -- SEC117 FY1011 ROW cost decreased \$6 from \$4,920 to \$4,914 -- Total SEC117 funding decreased from \$4,920 to \$4,914 - Total amount programmed decreased \$7 from \$57,070 to \$57,063	Adjustments were made to funding in order to use up Sect. 117 and 115 earmarks. Distributed funds to SBD31850.
VICTORVILLE Rte. 18 PM Limits 15 to 35.9	20020144	HI- DESERT CORR. PHASE 1, SR-18 REALIGNMENT FROM US 395 IN ADELANTO TO SR-18 E/O APPLE VALLEY. CONSTRUCT 4-6 LANE FREEWAY/EXPRESSWAY. CONSTRUCT NEW IC @I-15 W/AUX LANES NORTH AND SOUTH OF NEW IC. CONSTRUCT INTERSECTION @US 395 W/TURN POCKETS TO NORTH AND SOUTH	Cost Increase <u>Funding Detail:</u> - DEMOT21 fund adjustments: -- Delete DEMOT21 Prior ENG cost of \$5,629 -- Add DEMOT21 FY10/11 ENG cost of \$3,560 -- Total DEMOT21 funding decreased from \$5,629 to \$3,560 - SEC112 fund adjustments: -- Delete SEC112 Prior ENG cost of \$1,000 -- Total SEC112 funding decreases from \$1,000 to \$0 - XSBD fund adjustments: -- Add XSBD Prior ENG cost of \$4,440 -- Total XSBD funding is \$4,440 - Total amount programmed increased \$1,371 from \$35,629 to \$37,000	Demo funds were reduced because of recisions. Used Sect. 112 on Green Tree and I-215 Barton projects in order to not lose federal funds.

2011 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM
 San Bernardino County
 Administrative Modification #11-34
 October 2012
 (in \$000's)



STATE				
Lead Agency	RTIP	Title	Changes Requested	Updated Reason
VARIOUS AGENCIES Rte. 215 PM Limits 0.58 to 1.66	SBD31850	IN GRAND TERRACE AT I-215 BARTON ROAD INTERCHANGE RECONSTRUCT OC AND RAMPS WITH PARTIAL CLOVERLEAF CONFIGURATION NW OF I-215 WORK INCL ADD OF NB AUX LN.LOCAL STREET WORK TO INCL WIDENING OF BARTON RD, REMOVAL OF LA CROSSE AVE. BETWEEN VIVENDA AVE & BARTON RD, REPLACEMENT W/ NEW LOCAL ROAD, IMPROVEMENTS TO THE BARTON RD AND MICHIGAN WAY/VIVENDA AVE INTERSECTION AND REALIGNMENT OF COMMERCE WAY	<p>Cost Increase Funding Detail: - DEMOSTL fund adjustments: -- Delete DEMOSTL FY11/12 ENG cost of \$1,500 -- Add DEMOSTL FY12/13 ROW cost of \$1,500 -- Total DEMOSTL funding remains \$1,500 - SEC112 fund adjustments: -- Add SEC112 FY12/13 ENG cost of \$1,980 -- Total SEC112 funding is \$1,980 - SEC115 fund adjustments: -- SEC115 FY1213 ENG cost increased \$1 from \$500 to \$501 -- Total SEC115 funding increased from \$500 to \$501 - XSD fund adjustments: -- Delete XSD FY11/12 ENG cost of \$2,332 -- XSD FY1213 ENG cost increased \$1,251 from \$100 to \$1,351 -- XSD FY1314 ROW cost decreased \$500 from \$4,936 to \$4,436 -- Total XSD funding decreased from \$37,383 to \$35,802 - Total amount programmed increased \$400 from \$79,394 to \$79,794</p>	Moved federal funding to current year and added Sect. 112 and 115 from projects 2011/2007 and 44812 in order to not lose federal (earmarked) funds.

2011 Federal Transportation Improvement Program

Administrative Modification #11-34
San Bernardino County
Project Listing Report
(in 000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment		
20112007	San Bernardino	MDAB		4A0801	NCR91				L	EXEMPT - 93.126	34		
Description:							PTC	5,763	Agency	NEEDLES			
I-40 NEEDLES CONNECTOR: ROADWAY/SIDEWALK IMPROVEMENTS ALONG 6,300FT: J ST FROM I-40 OFF-RAMPS TO W BROADWAY; W BROADWAY FROM J ST TO NEEDLES HWY; NEEDLES HWY FROM W BROADWAY TO N K ST; N K ST TO SOUTH ABUTMENT OF CO RIVER BRIDGE. INTERSECTION IMPROVEMENTS AT J ST/W BROADWAY, W BROADWAY/NEEDLES HWY, NEEDLES HWY/N K ST WILL INCLUDE TRAFFIC SIGNALS, TURN LANES, STRIPING/SIGNAGE & SIDEWALK													
Change Reason		FUND CHG		Status		County Approved		Phase		Environmental Document/Pre-design Phase (PA&ED)			
Fund		ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
FHWA CORRIDORS AND BORDERS PROGRAM		2,913			2,913	2,913							2,913
CITY FUNDS		350		2,500	2,850	350				2,500			2,850
20112007 Total		3,263		2,500	5,763	3,263				2,500			5,763

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment		
200603	San Bernardino	SCAB		200603	CAR60				L	NON-EXEMPT	34		
Description:							PTC	37,975	Agency	RIALTO			
RIVERSIDE AVE. OVER METROLINK AND BNSF RY, 0.1 MI S OF I-10 REMOVE AND REPLACE EXISTING 5 LANE BRIDGE WITH 7 LANE BRIDGE (PA&ED ONLY) SCOPING FOR PORJECT. HIGH COST PROJECT AGREEMENT REQUIRED PRIOR TO PE AUTHORIZATION.(#54C0062)													
Change Reason		FUND CHG		Status		County Approved		Phase		Engineering/Plans, Specifications and Estimates (PS&E)			
Fund		ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
DEMO-PRE ISTEAD		400			400				400				400
BRIDGE - LOCAL		66			66		66						66
CITY FUNDS		9			9		9						9
200603 Total		475			475		75		400				475

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment		
SBD97147	San Bernardino	MDAB		SBD97147	CAX66				L	NON-EXEMPT	34		
Description:							PTC	20,416	Agency	VICTORVILLE			
GREEN TREE BLVD AT AT&SF RAILROAD CONSTRUCT 4-LANE BR & CONNECT TO HESPERIA & RIDGECREST RD													
Change Reason		FUND CHG		Status		County Approved		Phase		Environmental Document/Pre-design Phase (PA&ED)			
Fund		ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
SECTION 112		990			990				990				990
SECTION 117		2,958			2,958				2,958				2,958
CITY FUNDS			1,491	14,977	16,468					16,468			16,468
SBD97147 Total		3,948	1,491	14,977	20,416				3,948	16,468			20,416

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ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
44812	San Bernardino	SCAB		44810		10	26	27.3	S	NON-EXEMPT	34	
Description:							PTC	57,063	Agency	SANBAG		
I-10 TIPPECANOE RECONFIGURE INTERCHANGE & LOCAL RD IMP/MOD (HP 1366)(FORMERLY PART OF RTP ID 44810)(non-capacity local road improvements - no thru lanes)												
Change Reason	COST<			Status	County Approved			Phase	Engineering/Plans, Specifications and Estimates (PS&E)			
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
DEMO-SAFETEA-LU		6,818	3,925	10,743		6,818	3,925					10,743
DEMO - TEA 21	515	5,369		5,884	515	5,369						5,884
INTERSTATE MAINT. HR4818		2,250		2,250	2,250							2,250
PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE SECTION 115			7,487	7,487			7,487					7,487
SECTION 117		2,999		2,999		2,999						2,999
SECTION 330		4,914		4,914		4,914						4,914
CITY FUNDS		1,491	1,490	2,981		1,491	1,490					2,981
SBD CO MEASURE I	4,674	4,788	4,904	9,692	4,674	4,788	4,904					9,692
NATIONAL HWY SYSTEM - IIP		2,939		2,939		2,939						2,939
NATIONAL HWY SYSTEM - IIP		2,500		2,500		2,500						2,500
44812 Total		5,189	34,068	17,806	57,063	7,439	31,818	17,806				57,063

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
20020144	San Bernardino	MDAB		20020144	CAY67	18	15	35.9	S	NON-EXEMPT	34	
Description:							PTC	1,156,000	Agency	VICTORVILLE		
HI- DESERT CORR. PHASE 1, SR-18 REALIGNMENT FROM US 395 IN ADELANTO TO SR-18 E/O APPLE VALLEY. COONSTRUCT 4-6 LANE FREEWAY/EXPRESSWAY. CONSTRUCT NEW IC @I-15 W/AUX LANES NORTH AND SOUTH OF NEW IC. CONSTRUCT INTERSECTION @US 395 W/TURN POCKETS TO NORTH AND SOUTH												
Change Reason	C/O 2008			Status	County Approved			Phase	Environmental Document/Pre-design Phase (PA&E)			
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
DEMO-SAFETEA-LU	7,000			7,000		7,000						7,000
DEMO - TEA 21	3,560			3,560		3,560						3,560
PUBLIC LAND HWYS	2,000			2,000	2,000							2,000
CITY FUNDS	10,000	10,000		20,000						20,000		20,000
SBD CO MEASURE I	4,440			4,440	4,440							4,440
20020144 Total		27,000	10,000	37,000	6,440	10,560				20,000		37,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment	
SBD31850	San Bernardino	SCAB		SBD31850	CARH3	215	.58	1.66	S	NON-EXEMPT	34	
Description:							PTC	79,794	Agency	VARIOUS AGENCIES		
IN GRAND TERRACE @ I-215 BARTON RD I/C RECONSTRUCT OC AND RAMPS W/ PARTIAL CLOVERLEAF CONFIG. NW OF I-215 WORK INCL ADD OF NB AUX LN. LOCAL ST WORK TO INCL WIDENING OF BARTON RD, REMOVAL OF LA CROSSE AVE. BETWEEN VIVENDA AVE & BARTON RD, REPLACEMT W/ NEW LOCAL RD, IMPROVEMENTS TO THE BARTON RD AND MICHIGAN WAY/VIVENDA AVE INTERSECTION & REALIGNMENT OF COMMERCE WY (Toll credits used for Demo in FY												
Change Reason	COST>			Status	County Approved			Phase	Environmental Document/Pre-design Phase (PA&E)			
Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
DEMO-SAFETEA-LU		1,500		1,500				1,500				1,500

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SECTION 112	1,980			1,980				1,980			1,980	
SECTION 115	501			501				501			501	
SBD CO MEASURE I	2,183	4,436	29,183	35,802	832			1,351	4,436	29,183	35,802	
STATE CASH - RIP		17,400	22,611	40,011					17,400	22,611	40,011	
SBD31850 Total	4,664	23,336	51,794	79,794	832			5,332	21,836	51,794	79,794	
Grand Total	44,539	68,895	87,077	200,511	17,974	42,453	17,806	9,680	40,804	20,000	51,794	200,511

EARMARK INFORMATION FORM

DEMO ID 225

DISTRICT 8
 COUNTY San Bernardino
 SPONSOR City of Grand Terrace
 LEAD City of Grand Terrace
 MPO/RTPA SANBAG

YEAR	LEGISLATED EARMARK DESCRIPTION
2004	I-215 and Barton Road Interchange, Grand Terrace, California

PUBLIC LAW	REIMBU RSE RATE	FUNDS AUTHORIZED	TOT AVAILABLE OBLIGATIONAL AUTHORITY	OBLIGATED TO DATE	UNOBLIGATED BALANCE
2004 SECT 115	100.00%	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00
TOTALS		\$500,000.00	\$500,000.00	\$0.00	\$500,000.00

Yes - Our agency will submit a Request for Authorization (RFA) for the above federal earmark in the amount of \$ 500,000.00 (federal funds) on or before November 1, 2012, to the Caltrans District Local Assistance Engineer. I understand that any funds remaining on this earmark, not included in an RFA submitted by the November 1, 2012 deadline, will no longer be available for the above federal earmark and Caltrans will propose to Federal Highway Administration (FHWA) an alternate project to utilize any unobligated funds from this earmark.

No - Our agency will not be submitting an RFA for the above federal earmark and acknowledges that Caltrans will propose to FHWA an alternate project to utilize any unobligated funds from this earmark. I understand that these funds will no longer be available for the above federal earmark.

Public Works Director
 or Authorized Representative *Richard Shields*
 (Signature)

Date 8-29-2012

RICHARD SHIELDS, DIRECTOR OF BUILDING AND SAFETY/PUBLIC WORKS
 (Print Name and Title of Authorized Representative)

NOTE: AMENDMENT 32 OF THE 2011 FTIP WILL REPEL THE ABOVE EARMARK

EARMARK INFORMATION FORM

DEMO ID 770

DISTRICT 8
 COUNTY San Bernardino
 SPONSOR City of Needles
 LEAD
 MPO/RTPA SABAG

YEAR 2006 LEGISLATED EARMARK DESCRIPTION
I-40 / Arizona 95 Interconnect, Needles, CA

PUBLIC LAW	REIMBU RSE RATE	FUNDS AUTHORIZED	TOT AVAILABLE OBLIGATIONAL AUTHORITY	OBLIGATED TO DATE	UNOBLIGATED BALANCE
2006 SECT 112	100.00%	\$1,980,000.00	\$1,980,000.00	\$0.00	\$1,980,000.00
TOTALS		\$1,980,000.00	\$1,980,000.00	\$0.00	\$1,980,000.00

- Yes - Our agency will submit a Request for Authorization (RFA) for the above federal earmark in the amount of \$ _____ (federal funds) on or before November 1, 2012, to the Caltrans District Local Assistance Engineer. I understand that any funds remaining on this earmark, not included in an RFA submitted by the November 1, 2012 deadline, will no longer be available for the above federal earmark and Caltrans will propose to Federal Highway Administration (FHWA) an alternate project to utilize any unobligated funds from this earmark.
- No - Our agency will not be submitting an RFA for the above federal earmark and acknowledges that Caltrans will propose to FHWA an alternate project to utilize any unobligated funds from this earmark. I understand that these funds will no longer be available for the above federal earmark.

Public Works Director
 or Authorized Representative David G. Brownlee Jr. Date 9/24/12
 (Signature)

DAVID G. BROWNLEE JR., CITY MANAGER
 (Print Name and Title of Authorized Representative)

Earmark Reallocation Proposal Form

San Bernardino Associated Governments (RTPA/LTC), acknowledges that funds are available for our Region in the amount of \$ 5,928,181 (from "FFY 2004 - 2006 Appropriation Act Earmark (Demo) Funds Available for Redistribution" spreadsheet) and has identified below the implementing agency, alternate project(s) and amount(s) for use of these funds:

Implementing Agency Caltrans

<u>Project Description</u>	<u>Expected RFA Amount (\$)</u>
<u>I-215/Barton Rd Interchange</u>	<u>\$1,980,646</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

It is, therefore, acknowledged that the Request for Authorization (RFA) must be submitted to the District Local Assistance Engineer no later than COB 11/1/2012. In the event that the RFA is not received by this date, Caltrans will use its discretion to obligate any remaining funds on projects in any area of the State.

Robert So 9/24/12
Signature Implementing Agency Public Works Director of Authorized Representative Date

ROBERT SO Deputy District Director for PPM
Printed name and title of Authorized Representative

Ray Wolfe 9-24-12
Signature RTPA/LTC Executive Director of Authorized Representative Date

DUANE A. BAKER, DIRECTOR OF MANAGEMENT SERVICES FOR
Printed name and title of Authorized Representative RAY WOLFE, EXECUTIVE DIRECTOR

COOPERATIVE AGREEMENT

This Agreement, effective on May 30, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SANBAG.

For the purpose of this Agreement, the term PARTNERS hereinafter collectively refers to CALTRANS and SANBAG (all signatory parties to this Agreement). The term PARTNER hereinafter refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
 2. For the purpose of this Agreement, reconstruct interchange on Interstate 215 at Barton Road interchange in Grand Terrace will be referred to hereinafter as PROJECT. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
- This Agreement will include the following PROJECT COMPONENTS: PS&E and R/W.
3. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
 4. Prior to this Agreement, SANBAG developed the PA&ED under Cooperative Agreement No. 08-1341 (SANBAG Cooperative Agreement No. 08-099).
 5. The estimated date for OBLIGATION COMPLETION is December 31, 2014.
 6. In this Agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
 7. From this point forward, PARTNERS define in this Agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

8. SANBAG is SPONSOR for 100% of PROJECT.
9. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
10. SANBAG is the only FUNDING PARTNER for this Agreement.

The details of the funding commitment are documented in the latest FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. CALTRANS is IMPLEMENTING AGENCY for PS&E.
14. SANBAG is IMPLEMENTING AGENCY for R/W.

SCOPE

Scope: General

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
18. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section

1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

21. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK within the SHS right of way without an encroachment permit issued in their name.

23. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
24. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

25. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
26. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
28. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the

parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
32. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
33. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

34. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
36. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
37. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement.

38. IF FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

39. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
40. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and SANBAG will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

- 42. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
- 43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
- 44. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

- 45. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
- 46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

- 48. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS

401 RWQCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS
NPDES SWRCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS

Scope: Plans, Specifications, and Estimate (PS&E)

- 49. CALTRANS will ensure that the engineering firm preparing the plans, specifications, and estimate will not be employed by or under contract to the PROJECT construction contractor.

CALTRANS will not employ the engineering firm preparing the plans, specifications, and estimate for construction management of PROJECT.

However, CALTRANS may retain the engineering firm during the construction PROJECT COMPONENT to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

- 50. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
- 51. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plan, proposed Notices to Owner, Report of Investigation, and Utility Agreement (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to R/W Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
- 52. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this Agreement.

Scope: Right of Way (R/W)

- 53. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
- 54. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts.

SANBAG will submit a draft Right of Way Certification document to CALTRANS six weeks prior to the scheduled milestone date for review.

SANBAG will submit a final Right of Way certification document to CALTRANS prior to PROJECT advertisement for approval.

55. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.
56. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by SANBAG verifying that the title is free of all encumbrances and liens. Upon acceptance, SANBAG will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
57. The California Transportation Commission will hear Resolutions of Necessity.

Cost: General

58. PARTNERS will document specific funding, billing, and payment details in a separate FUNDING SUMMARY.

A valid FUNDING SUMMARY must be in place at all times until COMPLETION OF OBLIGATIONS.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

A new FUNDING SUMMARY will not require an amendment to this Agreement unless the rules of the new funds require it.

59. Each PARTNER will designate an authorized representative to sign the FUNDING SUMMARY on its behalf.
60. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
61. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

62. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
63. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
64. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
65. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
66. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
67. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
68. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
69. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS cost.
70. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
71. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

72. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
73. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
74. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
75. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If SANBAG invoices for rates in excess of DPA rates, SANBAG will fund the cost difference and reimburse CALTRANS for any overpayment.

76. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
77. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
78. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
79. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.
80. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each

PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time are PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

81. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

82. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Plans, Specifications, and Estimate (PS&E)

83. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

SCHEDULE

84. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

85. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located
86. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
87. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
88. Neither SANBAG 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

CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 CALTRANS and/or its agents under this Agreement.

89. Neither CALTRANS 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 SANBAG and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this Agreement.

It is understood and agreed that SANBAG will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 SANBAG and/or its agents under this Agreement.

90. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
91. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
92. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
93. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
94. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
95. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

96. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

97. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
98. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
99. PARTNERS intend this Agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
100. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
101. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
102. This Agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this Agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

103. The following documents are attached to, and made an express part of this Agreement:
SCOPE SUMMARY.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – A document separate from this Agreement that documents the details of funding and billing/payment arrangements. Details include, but are not limited to, fund source, fund type, payment method, invoice frequency, deposit amounts and PROJECT COMPONENT in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – 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.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.

PROJECT – The undertaking to reconstruct interchange on Interstate 15 at Barton Road interchange in Grand Terrace.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

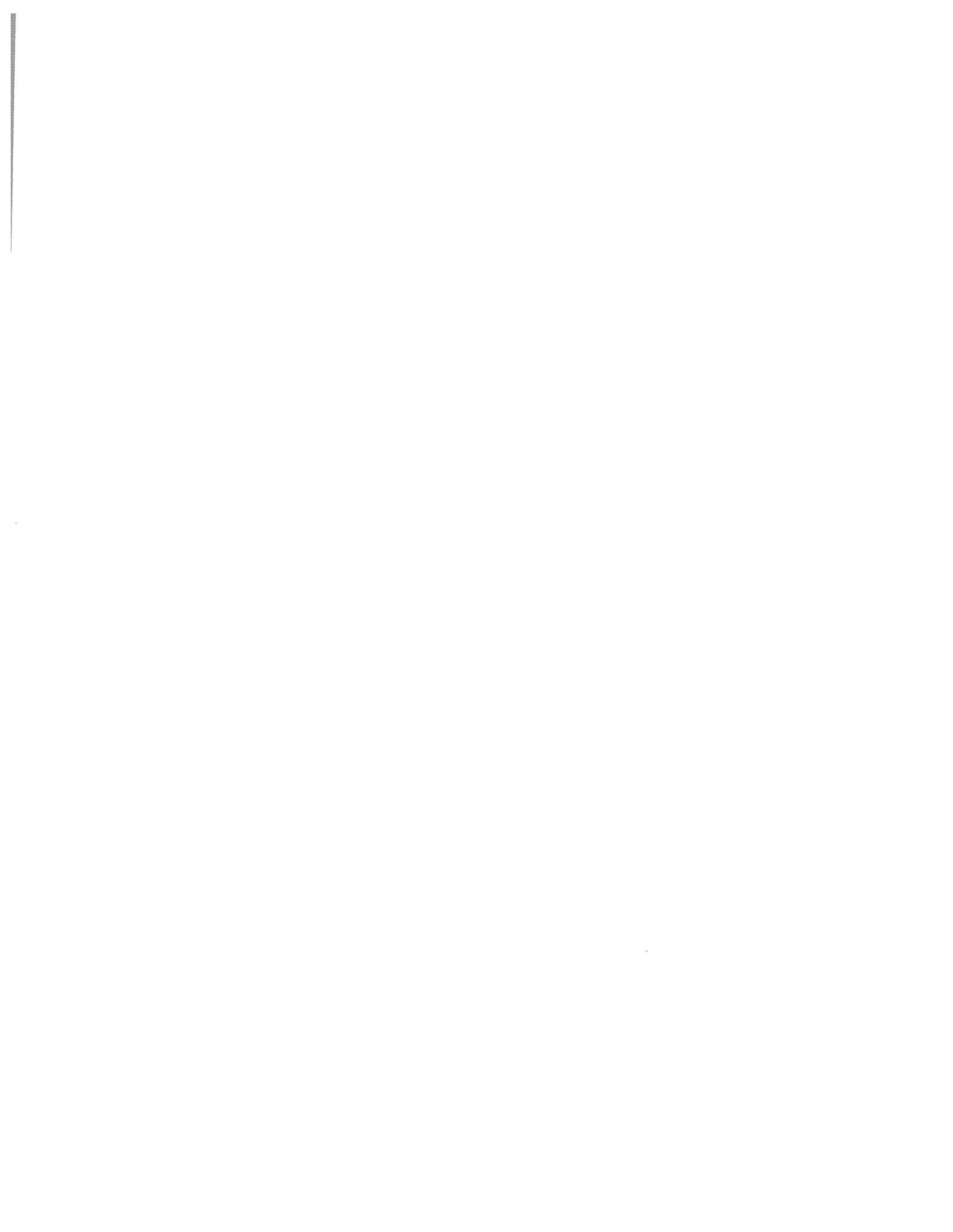
The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Robert So, PPM Office Chief
464 West 4th Street, 6th Floor, MS 1229
San Bernardino, California 92401-1400
Office Phone: (909) 383-4513
Email: robert_so@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Khalil Saba, Project Manager
1170 West 3rd Street
San Bernardino, California 92410
Office Phone: (909) 889-8611
Email: ksaba@sanbag.ca.gov



SIGNATURES

PARTNERS declare that:

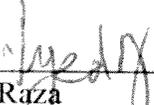
1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

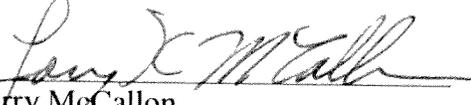
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORATION AUTHORITY

APPROVED

APPROVED

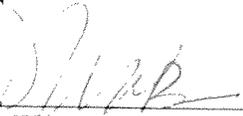
By: 
Syed Raza
Acting District Director

By: 
Larry McCallon
Board President

Date: 5/2/12

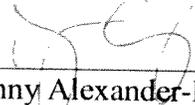
CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
Budget Manager

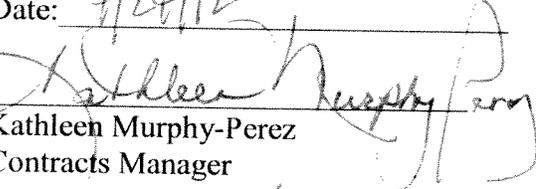
ATTEST
By: 
Vicki Watson
Board Clerk

Date: 5-3-12

APPROVED AS TO FORM

By: 
Penny Alexander-Kelley
SANBAG's Counsel

Date: 4/24/12

By: 
Kathleen Murphy-Perez
Contracts Manager

Date: 5/01/12

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SANBAG	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development	X		
		05			Updated Project Information	X		
		10			Surveys and Photogrammetric Mapping for Design	X		
		15			Preliminary Design	X		
		20			Engineering Reports	X		
		25			Right of Way Requirements Determination	X		
		30			Structure Site Plans	X		
		99			Other Base Map and Plan Sheet Products	X		
4	195				Right of Way Property Management and Excess Land		X	
4	200				Utility Relocation		X	
		15			Approved Utility Relocation Plan		X	
		20			Utility Relocation Package		X	
		25			Utility Relocation Management		X	
		30			Utility Close Out		X	
		99			Other Utility Relocation Products		X	
3	205				Permits and Agreements during PS&E Component	X		
		05			Required permits	X		
		15			Railroad Agreements	X		
		25			Agreement for Material Sites	X		
		30			Executed Maintenance Agreement	X		
		45			MOU From Tribal Employment Rights Office (TERO)	X		
		55			NEPA Delegation	X		
4	220				RIGHT OF WAY ENGINEERING	X		
4	225				Obtain Right of Way Interests for Project Right of Way Certification		X	
3	230				Prepare Draft Plans, Specifications, and Estimates	X		
		05			Draft Roadway Plans	X		
		10			Draft Highway Planting Plans	X		
		15			Draft Traffic Plans	X		
		20			Transportation Management Plan	X		
		25			Draft Utility Plans	X		
		30			Draft Drainage Plans	X		
		35			Draft Specifications	X		
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates	X		
		55			Structures Draft Plans, Specifications, and Estimates Incorporation	X		
		60			Updated Project Information for Plans, Specifications, and Estimates Package	X		

		90		NEPA Delegation	X		
		99		Other Draft Plans, Specifications, and Estimates Products	X		
3	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste	X		
		05		Environmental Mitigation	X		
		10		Detailed Site Investigation for Hazardous Waste	X		
		30		Hazardous Substances Disclosure Document (HSDD)	X		
		40		Updated Environmental Commitments Record	X		
		45		NEPA Delegation	X		
3	240			Draft Structures Plans, Specifications, and Estimates	X		
		50		Overall Draft Structures Plans, Specifications, and Estimates	X		
		55		Foundation Plan	X		
		60		Hydraulic Report	X		
		65		Preliminary Foundation Reports	X		
		70		Products Required to Ready Site for Subsurface Exploration	X		
		75		Draft General Plans	X		
		80		Foundation Reports	X		
		85		Draft Structure Plans	X		
		90		Draft Structures Special Provisions and Cost Estimate	X		
4	245			Post Right of Way Certification Work		X	
		50		Parcel and Project Documentation		X	
		60		Right of Way Appraisals		X	
		65		Right of Way Acquisition		X	
		70		Right of Way Relocation Assistance		X	
		75		Right of Way Clearance		X	
		80		Right of Way Condemnation		X	
3	250			FINAL STRUCTURES PS&E PACKAGE	X		
		50		Project Review	X		
		55		Final Structure Plans	X		
		60		Final Structure Special Provisions and Cost Estimate	X		
3	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
		05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package	X		
		10		Updated Plans, Specifications, and Estimates Package	X		
		15		Environmental Re-evaluation	X		
		20		Final District Plans, Specifications, and Estimates Package	X		
		25		Geotechnical Information Handout	X		
		30		Materials Information Handout	X		
		35		Construction Staking Package and Control	X		
		40		Resident Engineer's Pending File	X		
		45		NEPA Delegation	X		
		50		Secured Lease for Resident Engineer Office Space or Trailer	X		
		55		Contractor Outreach	X		
		65		Right of Way Certification Documentation	X		
		70		Right of Way Engineering Products	X		
		75		Upgrade/Updated Right of Way Certification Document	X		

3	260			Contract Bid Documents Ready to List	X		
		50		Project Submittal Ready to Process (PS&E)	X		
		60		Draft Contract Comments (DCC)	X		
		70		Draft Contract Comment Response (DR)	X		
		75		Environmental Certification at Ready to List	X		
		80		Draft Contract Ready	X		
		90		Ready to List	X		
		50		Contract Ready for Advertising	X		
		55		Advertised Contract	X		
		60		Bids Opened	X		
		65		Contract Award	X		
		70		Executed and Approved Contract	X		
		75		Independent Assurance	X		

FUNDING SUMMARY Number 1

Project Number: 0800000282
 CALTRANS Agreement: 08-1537
 C12212

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >				CALTRANS	SANBAG				
STATE	SANBAG	STIP/RIP	\$0	\$0	\$20,739,000	\$0	\$0	\$0	\$20,739,000
FEDERAL	SANBAG	Demo	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
LOCAL	SANBAG	Measure	\$0	\$2,332,047	\$0	\$0	\$0	\$0	\$2,332,047
LOCAL	SANBAG	Measure	\$0	\$0	\$0	\$1,597,000	\$0	\$0	\$1,597,000
		Totals by Component	\$0	\$3,832,047	\$20,739,000	\$1,597,000	\$0	\$0	\$26,168,047

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1537.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part II – Billing and Payment Details

Responsibilities

- CALTRANS is IMPLEMENTING AGENCY for PS&E.
- SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG
- CALTRANS will draw from the state and/or federal funds shown in the Funding Summary Table for this PROJECT COMPONENT.

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Cost: R/W SUPPORT

2. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

Cost: R/W CAPITAL

3. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

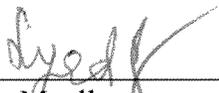
Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORATION AUTHORITY

APPROVED

APPROVED

cc By: 
Basem Muallem
Deputy District Director, PPM

By: 
Larry McCallon
Board President

Date: 5-30-12

Date: 5/2/12


District Budget Manager

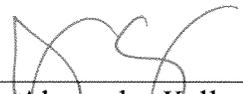
ATTEST

By: 
Vicki Watson
Board Clerk

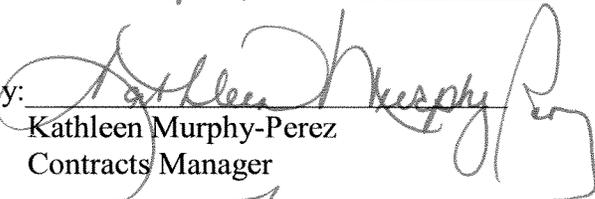

HQ Accounting

Date: 5-3-12

APPROVED AS TO FORM

By: 
Penny Alexander-Kelley
SANBAG's Counsel

Date: 4/24/12

By: 
Kathleen Murphy-Perez
Contracts Manager

Date: 5/01/12



- 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: 13

Date: May 2, 2012

Subject: Interstate 215 (I-215)/Barton Road Interchange Project; Plans, Specifications, & Estimates (PS&E), and Right-of-Way (ROW) Phases

Recommendation:* Approve Cooperative Agreement C12212 with the California Department of Transportation (Caltrans) for the Plans, Specifications & Estimates and Right-Of-Way Phases of the I-215/Barton Road Interchange Project.

Background: **This is a new Agreement.** The purpose of the I-215/Barton Road Interchange project is to reconstruct and improve the interchange in order to improve operation, increase capacity, and reduce congestion at the interchange and the facilities served by the interchange.

In December 2007, SANBAG Board approved Cooperative Agreement No. 08-099 with Caltrans for the Project Approval & Environmental Document (PA&ED) phase of the project. The PA&ED phase is nearing completion and staff anticipates PA&ED approval by August 2012.

In February 2012, the Board directed staff to negotiate with Caltrans to reach agreement on the Plans, Specifications & Estimate (PS&E) phase of the project. Negotiations between SANBAG staff and Caltrans ensued and resulted in the subject agreement C12212.

*

Approved Consent							
COG		CTC	X	CTA	X	SAFE	CMA

*Approved
 Board of Directors*

Date: May 2, 2012

Moved: Eaton Second: Leonard

In Favor: 28 Opposed: 0 Abstained: 0

Witnessed: Anna Medina

Check all that apply.
 BRD1205a-ks
 Attachments: C12212

Agreement C12212 defines roles and responsibilities and funding commitments of the parties relative to the PS&E and ROW Phases of the Project. Under Agreement C12212, Caltrans will be the lead for the preparation of the PS&E, and SANBAG will be the lead for all ROW tasks associated with acquisition and utility relocation, and will be responsible for issuing the ROW Certification for the Project. SANBAG will be responsible for 100% of the ROW capital and support costs, which is estimated at \$22,336,000. SANBAG will also be responsible for 100% of the PS&E cost, which is estimated at \$3,832,047, and which will be funded with \$1,500,000 of DEMO funds, and \$2,332,047 of Measure I funds. Caltrans will provide Independent Quality Assurance (IQA) and technical oversight at no charge to SANBAG.

The estimated PS&E cost of \$3,832,047 was reviewed and validated by SANBAG staff and is based on a detailed work plan that Caltrans has prepared and submitted to SANBAG. The detailed work plan is also in line with an Independent Cost Estimate (ICE) that staff has prepared to verify and validate Caltrans work plan.

Article 58 of Agreement C12212 will enable Caltrans to process funding changes for this contract without the need to amend the Cooperative Agreement, which would shorten the Caltrans process. However, Article 58 will not affect SANBAG's internal procedures for processing funding changes, and any future funding change in this Agreement will be presented to the Board and will be implemented only after Board's approval.

Staff is recommending that the Board approve agreement C12212 with Caltrans for the PS&E and ROW phases of the I-215/Barton Road Interchange Project. Execution of this agreement would help keep the project on schedule, which is consistent with the SANBAG 10-Year Delivery Plan that was adopted by the Board in January 2012. The table below summarizes the current project schedule:

Environmental Approved	August 2012
Design Approved & R/W Certified	December 2013
Start Construction	January 2014
End Construction	January 2017

Financial Impact: This item is consistent with the adopted 2011/2012 Fiscal Year Budget. Funding for this contract is provided under Task No. 0840. The Funding Source is MSI 1990-Valley Major Projects.

Board Agenda Item
May 2, 2012
Page 3

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on April 12, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

FUNDING SUMMARY Number 2

Project Number: 0800000282
 CALTRANS Agreement: 08-1537
 C12212

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >				CALTRANS	SANBAG				
STATE	SANBAG	STIP/RIP	\$0	\$0	\$17,400,000	\$0	\$0	\$0	\$17,400,000
FEDERAL	SANBAG	Demo	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
FEDERAL	SANBAG	Section 115	\$0	\$500,646	\$0	\$0	\$0	\$0	\$500,646
FEDERAL	SANBAG	Section 112	\$0	\$1,980,000	\$0	\$0	\$0	\$0	\$1,980,000
LOCAL	SANBAG	Measure	\$0	\$1,351,401	\$1,839,000	\$1,597,000	\$0	\$0	\$4,787,401
		Totals by Component	\$0	\$3,832,047	\$20,739,000	\$1,597,000	\$0	\$0	\$26,168,047

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1537.

Billing and payment details follow.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part II – Billing and Payment Details

Responsibilities

- CALTRANS is IMPLEMENTING AGENCY for PS&E.
- SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG
- CALTRANS will draw from the state and/or federal funds shown in the Funding Summary Table for this PROJECT COMPONENT.

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Cost: R/W SUPPORT

2. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

Cost: R/W CAPITAL

3. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 2

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
Basem E. Muallem, P.E.
District Director

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

Date: _____

By: _____
District Budget Manager

ATTEST

By: _____
HQ Accounting

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator