

SUPPLEMENTAL PROJECT REPORT


*For Project Approval
and Project Combination*

**On State Route 210
Between Highland Avenue and Lugonia Avenue**

I have reviewed the right of way information contained in this Supplemental Project Report and the RW Data Sheets attached hereto, and find the data to be complete, current and accurate:

for 
Rebecca Guirado
Deputy District Director, Right of Way

APPROVAL RECOMMENDED:


Awais Sheikh, P.E.
Project Manager

P.C. 
David Bricker
Deputy District Director, Environmental Planning


Catalino A. Pining III
Deputy District Director, Traffic Operations


Christy Connors, P.E.
Deputy District Director, Design

APPROVED BY:


John Bulinski
District Director

6/18/18
Date

This Supplemental Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Jeffrey G. Chapman 31 May 24/8
Jeffrey G. Chapman, P.E. *Date*
Registered Civil Engineer
AECOM



SUBMITTED BY:

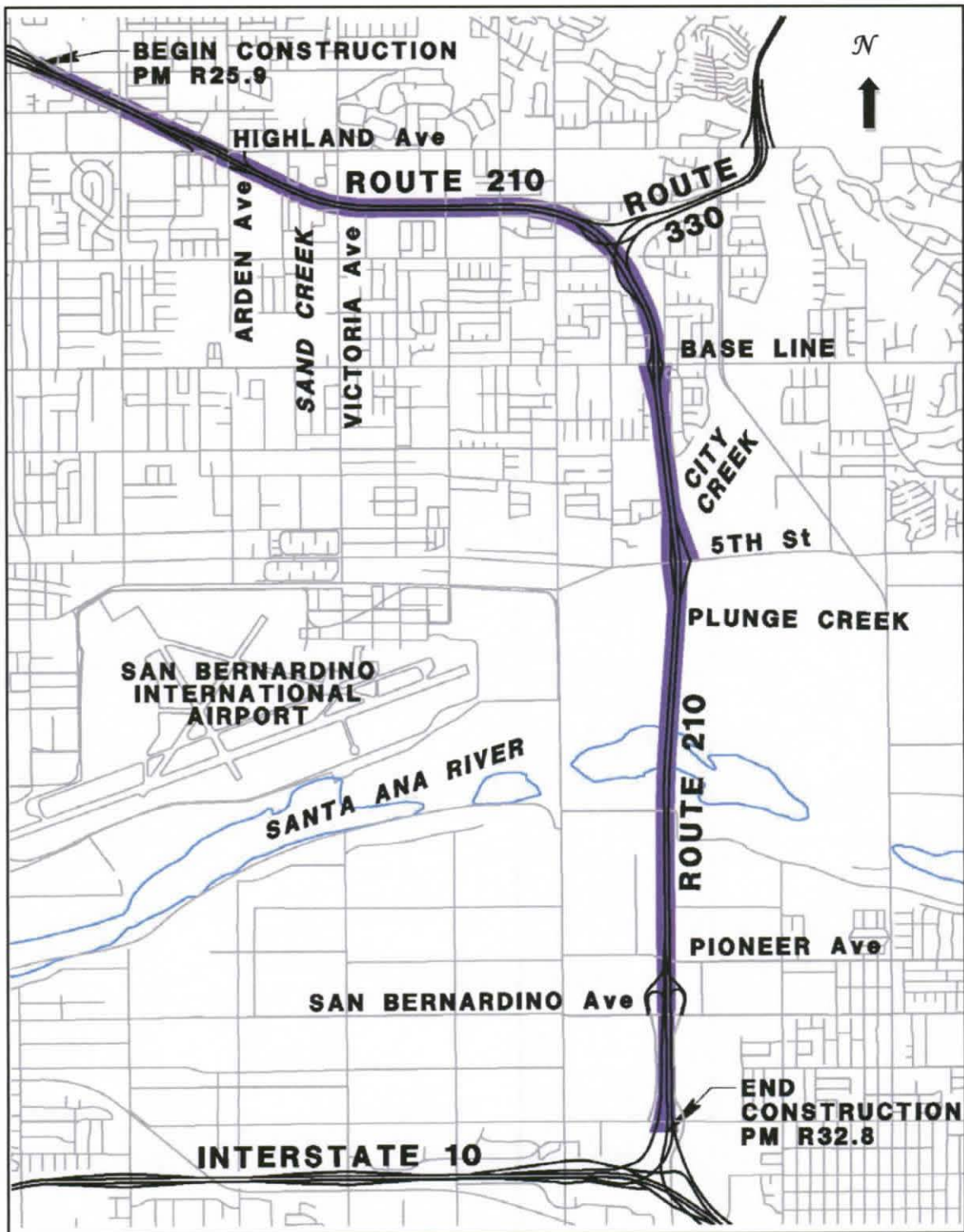
Paula Beauchamp
Paula Beauchamp, P.E.
Director of Project Delivery
San Bernardino County Transportation Authority

6/4/18
Date

CONCURRED BY:

Du Lu
Du Lu, P.E.
Design Oversight, Caltrans District 8

6/4/18
Date



PROJECT VICINITY MAP

June 2018

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SUPPLEMENTAL PROJECT REPORT

1. INTRODUCTION

The SR-210 Improvement Project (EA 0C70U) is being developed by the San Bernardino County Transportation Authority (SBCTA). The project is a combination of three projects, two of which have already been approved. The SR-210 Mixed Flow Lane Addition Project (EA 0C700) will add one lane in each direction on SR-210 from Highland Avenue in the City of San Bernardino, to San Bernardino Avenue in the City of Redlands, a total of approximately 6.4 miles. Improvements to the SR-210/Base Line interchange (EA 1C970) were developed concurrently with the mixed flow lane addition project as a separate project. Both projects have been approved through their respective project reports.

A pavement rehabilitation project is proposed for SR-210 within this same segment of freeway (Sterling Avenue to Lugonia Avenue) to resurface and restore the existing mainline freeway pavements (EA 1J060). The rehabilitation project is intended to minimize maintenance expenditures on SR-210. The scope of work for the rehabilitation project generally includes grinding and repairing existing rigid pavement lanes and flexible pavement shoulders and full removal and replacement of existing asphalt concrete pavement lanes and shoulders. This Supplemental Project Report serves the purpose of project approval for the pavement rehabilitation project (EA 1J060), in addition to merging all three projects into EA 0C70U, which will be designed and constructed as one integrated project.

Table 1
Project Information – SHOPP Pavement Rehabilitation (EA 1J060)

Project Limits	08-SBd-210 R25.0/R33.2
Current Capital Outlay Support Estimate – PS&E	\$3,375,000
Current Capital Outlay Support Estimate - Construction	\$5,050,000
Current Capital Outlay Estimate - Construction	\$33,696,000
Current Capital Outlay Estimate - Right of Way	\$0
Funding Source	201.122 Pavement Rehabilitation 2R (Rehab only)
Funding Year	2018
Type of Facility	Six-Lane Freeway
Number of Structures	N/A
SHOPP Project Output	24.3 Lane Miles Rehabilitated
Environmental Determination or Document	Environmental Re-Validation
Legal Description	In San Bernardino County in San Bernardino, Highland and Redlands from Sterling Avenue to Lugonia Avenue
Project Development Category	5

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Approved project information tables for EA 0C700 and EA 1C970 can be found in their respective Project Reports.

A Project Vicinity Map can be found in Attachment A.

2. RECOMMENDATION

It is recommended that this Supplemental Project Report be approved and that the combined project proceed to the final design phase. The affected local agencies have been consulted with respect to the recommended plan, their views have been considered and they are in general accord with the plans as presented.

3. BACKGROUND

Project History

Mixed Flow Lane Addition (EA 0C700) – Project Report:

A Project Report was approved in January 2017 for adding one mixed flow lane in each direction on SR-210, which included one Build Alternative for implementing the additional mixed flow lane. The Preferred Alternative provides for the following improvements:

- Add one lane in each direction by widening in the median from Highland Avenue to San Bernardino Avenue
- Add a deceleration lane at the eastbound Highland Avenue exit ramp
- Add an acceleration lane at the eastbound 5th Street entrance ramp

SR-210/Base Line Interchange (EA 1C970) – Project Study Report-Project Report:

A Project Study Report-Project Report was approved in December 2016 for widening Base Line through the SR-210 freeway interchange, which included one Build Alternative for implementing the widening. The Preferred Alternative provides for the following improvements:

- Widen Base Line from Buckeye Street to Seine Avenue to add one through lane in the westbound direction and lengthen the left turn lanes leading to the entrance ramps
- Add ramp metering to the westbound and eastbound entrance ramps and widen each ramp to add one HOV preferential lane
- Widen the westbound exit ramp and reconstruct the ramp junction to provide a two-lane exit from the freeway

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SHOPP Pavement Rehabilitation (EA 1J060) – Project Initiation Report:

A Project Initiation Report (PIR) was prepared by Caltrans and approved in June 2017. The PIR considered pavement rehabilitation strategies and recommended one Build Alternative to achieve the rehabilitation objectives of the project. The Preferred Alternative from the PIR provides for the following improvements:

Sterling Avenue to 5th Street -

- Diamond grind existing freeway lanes
- Replace damaged rigid pavement panels (up to 10% of total)
- Cold plane and overlay existing right shoulders with Hot Mixed Asphalt (HMA)

5th Street to Lugonia Avenue –

- Remove existing asphalt concrete freeway lanes and right shoulders
- Replace lanes with Continuously Reinforced Concrete Pavement (CRCP)
- Replace right shoulders with rigid pavement
- Upgrade guard railing, where necessary

Combined Mixed Flow Lane Addition, Base Line Interchange and SHOPP Pavement Rehabilitation (EA 0C70U):

The Mixed Flow Lane Addition and SHOPP Pavement Rehabilitation project limits generally overlap throughout a majority of the work areas and both projects are fully funded with available funding programs. Similarly, the Base Line Interchange project is located near the middle of the Mixed Flow Lane Addition project and the interchange improvements are also fully funded. Therefore, combining the three projects into one design and construction package allows for a variety of benefits to the State and the travelling public compared to separate individual projects including:

- Shorter construction schedule
- Less construction impacts on the travelling public
- Cost savings thru economies of scale
- Better maintenance of traffic and simplified/more flexible staging opportunities
- Results in a more complete improvement project within the corridor from a visual standpoint

Community Interaction

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Existing Facility

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

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4. PURPOSE AND NEED

Purpose

The primary purpose of the project is to restore and extend the service life of existing pavements on SR-210 from Sterling Avenue to Lugonia Avenue for a minimum of forty (40) years and, consequently, minimize expenditures of future repairs or replacement. The proposed pavement rehabilitation strategies will reduce maintenance frequency and costs, improve ride quality and increase the service life of the pavement.

Need

This project is needed to address current and future deficiencies of the existing pavement within the project limits (Sterling Avenue to Lugonia Avenue). It is critical to rehabilitate the pavement in conjunction with the SR-210 mixed flow lane addition project, as provided for by this project, as it will be significantly more difficult to rehabilitate the pavement at this location with a long-life pavement after the SR-210 mixed flow lane addition project is completed.

The purpose and need statements for EA 0C700 and EA 1C970 are included in their respective project reports.

A. Problem, Deficiencies and Justification

Under heavy and continuous traffic, over a period of time, existing pavement has shown signs of distress and deterioration at locations along the freeway.

B. Regional and System Planning

Identify System

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

State Planning

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Regional Planning

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Local Planning

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Transit Operator Planning

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

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C. Traffic

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

5. ALTERNATIVES

A. Viable Alternatives

Build Alternative

Proposed Engineering Features

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

In addition, pavement rehabilitation of existing freeway lanes and shoulders will be constructed along with the freeway widening improvements. Pavement rehabilitation will consist of the following improvements:

Existing Rigid Pavement Segment (from PM R27.2 to PM R30.3) [See Attachment C]

1. Diamond grind the existing Portland Cement Concrete Pavement (PCCP) lanes
2. Replace individual concrete slabs (maximum of 10% of all slabs)
3. Cold plane and overlay existing asphalt concrete right shoulders

Existing Flexible Pavement Segment (from PM R30.3 to PM R32.9) [See Attachment C]

1. Remove and replace existing asphalt concrete pavement lanes with Continuously Reinforced Concrete Pavement (CRCP)
2. Remove and replace existing asphalt concrete right shoulders with rigid pavement

Traffic Operational Analysis

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Nonstandard Mandatory and Advisory Design Features

Nonstandard features identified in the Project Report for EA 0C700 and the Project Study Report-Project Report for EA 1C970 have been addressed/approved in the Fact Sheets for those approved reports. There are several nonstandard design features that exist within the pavement rehabilitation project limits between San Bernardino Avenue and Lugonia Avenue. Known additional nonstandard features that have been identified will be addressed/approved in a Supplemental Fact Sheet prepared during the PS&E phase. Table 2 summarizes the existing nonstandard features.

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Table 2
Nonstandard Features

HDM Topic	Design Component (Location)	HDM Standard	Existing Condition	Build Alternative	Nonstandard Feature & its Risk of not Being Approved (low, medium, high)
202.1 Standards for Superelevation	E210/E10 Connector (Sta 59+95 to 50+70)	2.2% (M)	2.0%	2.0%	Low
		2.2% (M)	2.0%	2.0%	Low
	E210/W10 Connector (Sta 61+73 to 45+16)	2.6% (M)	2.0%	2.0%	Low
	E-W10/W210 Connector (Sta 54+79 to 39+04)				
202.5(2)	E210/E10 Connector (Sta 61+69 to 45+16)	67%-33%	74%-26%	74%-26%	Low
	E10/W210 Connector (Sta 54+79 to 39+04)	67%-33%	0%-100%	0%-100%	Low
302.1 Shoulder Width	Eastbound SR-210 (Station 1186+50 to 1188+50)	10-foot Left Shoulder (M)	8 feet	8 feet	Low
	Westbound SR-210 (Station 1186+50 to 1188+50)	10-foot Left Shoulder (M)	5 feet	5 feet	Low
501.3 Interchange Spacing	San Bernardino Avenue to Interstate 10	2 miles (M)	0.8 mile	0.8 mile	Low
504.7 Minimum Weave Length	San Bernardino Avenue Eastbound on-ramp to E210/W-E10 Connector	5,000 feet (M)	1,875 feet	1,875 feet	Low
504.7 Minimum Weave Length	W10/W210 Connector to San Bernardino Avenue Westbound off-ramp	5,000 feet (M)	2,250 feet	2,250 feet	Low
504.2(2) Minimum Deceleration Length	San Bernardino Avenue westbound off-ramp	570 feet (M)	470 feet	470 feet	Low

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Fact Sheets were not prepared for this Supplemental Project Report. Any nonstandard features requiring Fact Sheets will be prepared and approved as part of the design phase of the project, if they are required and justified.

The PDT met with FHWA/Design Liaison on May 17, 2018 to discuss the proposed design exceptions listed above. The team was in agreement to move forward with the proposed design exceptions.

Interim Features

No interim features are to be constructed with the proposed project.

HOV (Bus and Carpool) Lanes

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Ramp Metering

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

California Highway Patrol Enforcement Areas

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Park and Ride Facilities

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Utility and Other Owner Involvement

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Railroad Involvement

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Highway Planting

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Erosion Control

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Noise Barriers

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

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Nonmotorized and Pedestrian Features

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Needed Roadway Rehabilitation and Upgrading

Roadway rehabilitation is proposed for all existing freeway lanes and right shoulders within the project limits. Where necessary, existing guard railing and associated safety elements will be upgraded within the project footprint.

Needed Structure Rehabilitation and Upgrading

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Cost Estimates

The construction and right of way cost estimates for the SHOPP Pavement Rehabilitation project are summarized in Table 3. The cost estimate summary tables for EA 0C700 and EA 1C970 can be found in their respective Project Reports.

Table 3
Cost Estimate Summary (EA 1J060)
(in millions)

Capital Cost Estimate	SHOPP Pavement Rehabilitation
Roadway Items	\$33.7
Structure Items	\$0.0
Subtotal Construction	\$33.7
Right of Way	\$0.0
Total Estimated Cost	\$33.7

The Cost Estimate for the SHOPP Pavement Rehabilitation project is included in Attachment D.

Right of Way Data

The overall project footprint has not increased beyond the previously assessed right of way and the SHOPP Pavement Rehabilitation improvements will be constructed within the existing right of way. The original R/W Data Sheets would be unchanged based upon the SHOPP Pavement Rehabilitation improvements.

Effect of Projects-Funded-by-Others on State Highway

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

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B. Rejected Alternatives

The No Build Alternative is the only rejected alternative.

6. CONSIDERATIONS REQUIRING DISCUSSION

A. Hazardous Waste

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

B. Value Analysis

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

C. Resource Conservation

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

D. Right of Way Issues

Right of Way Required

There is no new right of way required for the SHOPP Pavement Rehabilitation project.

Relocation Impact Studies

There are no relocations required for the SHOPP Pavement Rehabilitation project.

Airspace Lease Areas

There are no issues with airspace lease areas related to the SHOPP Pavement Rehabilitation project.

E. Environmental Issues

The project description and associated limits of disturbance have been modified slightly from those previously assessed in the mixed flow lane addition project. Therefore, an Environmental Re-Validation has been prepared to confirm environmental conclusions made in the previously approved Initial Study-Mitigated Negative Declaration. The SHOPP Pavement Rehabilitation Environmental Re-Validation is provided in Attachment E.

F. Air Quality Conformity

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

G. Title VI Consideration

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

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7. OTHER CONSIDERATIONS

Public Hearing Process

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Route Matters

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Permits

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Cooperative Agreements

A Cooperative Agreement between SBCTA and Caltrans has been executed that establishes a financial contribution to SBCTA from Caltrans from EA 1J060 to EA 0C70U. This financial contribution is for construction of pavement rehabilitation improvements defined as "Betterments" in the Cooperative Agreement. Caltrans will provide oversight during the design phase of the project betterments. The Cooperative Agreement is provided in Attachment F.

Transportation Management Plan (TMP) for Use During Construction

The TMP will likely be significantly modified with the addition of the SHOPP Pavement Rehabilitation project improvements. The construction schedule will be longer to construct the rehabilitation work. Therefore, TMP elements, such as Public Information and Incident Management, will need to be implemented for a longer duration to accommodate the rehabilitation work. These changes will be developed during the PS&E phase.

Stage Construction

The Construction Staging will likely be significantly modified with the addition of the SHOPP Pavement Rehabilitation project improvements. There are only two existing lanes in each direction between 5th Street-Greenspot Road and San Bernardino Avenue. It is assumed that two lanes of traffic will need to be kept open during a majority of the pavement rehabilitation construction. To accomplish this work and maintain two lanes of traffic in each direction, the following conceptual staging strategy is considered a possible solution:

- Shift existing lanes to the right and construct the new mixed flow lanes in the median
- Shift two lanes to the left, utilizing the new mixed flow lane pavement, and reconstruct the right shoulders and the existing rightmost travelled lane
- Construct temporary crossovers in the median near 5th Street-Greenspot Road and near San Bernardino Avenue

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- Shift one lane of eastbound traffic to the westbound roadbed using temporary k-rail to separate vehicles travelling in opposite directions in the westbound roadbed (contra-flow), then reconstruct the existing eastbound number two lane
- Bring the eastbound contra-flow lane back to the eastbound roadbed and shift one lane of westbound traffic to the eastbound roadbed using temporary k-rail to separate vehicles travelling in opposite directions in the westbound roadbed (contra-flow), then reconstruct the existing westbound number two lane

Other traffic handling strategies may be identified as the design progresses. These changes will be developed and plans prepared during the PS&E phase.

Accommodation of Oversized Loads

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Graffiti Control

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

Drainage and Storm Water Treatment

The proposed pavement rehabilitation primarily consists of removing existing flexible pavement and replacing it with rigid pavement, which is considered replaced impervious surface (RIS) area. Storm water runoff from RIS areas was not required to be treated under the storm water permit that applies to the SR-210 mixed flow lane addition project. To maximize the amount of runoff treatment, existing natural infiltration will be used for storm water treatment credits along with minor hydro-modifications near the San Bernardino Avenue interchange and possibly an infiltration trench system in the freeway median near the SR-330 connection. An updated Storm Water Data Report will be prepared during the PS&E phase of the project.

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Pavement Life Cycle Cost Analysis

A Pavement Life-Cycle Cost Analysis (LCCA) study was prepared for the SR-210 Mixed Flow Lane Addition project (EA 0C700) and approved in February 2016. The LCCA report evaluated pavement alternatives for the project improvements and provided a determination of the lowest life-cycle cost pavement structural sections for the mainline freeway and ramps. The LCCA is an economic analysis that compares initial construction cost, future maintenance cost and user delay cost of different pavement alternatives over an analysis period of 55 years. The table below presents the selected pavement structural sections to be implemented for the SR-210 Mixed Flow Lane Addition project, as well as for estimating purposes for the pavement rehabilitation improvements where full pavement reconstruction is proposed.

Table 4
LCCA Pavement Replacement Results

40-Year CRCP Traveled Way with 20-Year JPCP Right Shoulder	
Travel Lane	Right Shoulder
1.00' CRCP	0.75' JPCP
0.25' HMA-A	0.50' LCB
1.05' AS	1.05' AS

Maintenance Agreements and Maintenance Features

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

8. FUNDING, PROGRAMMING AND ESTIMATE

Funding

Project development support and construction costs for this rehabilitation project are anticipated to be funded by the State through the Pavement Rehabilitation 2R Program. The mixed flow lane addition and Base Line interchange projects are funded with local funds.

Programming

The program code for this rehabilitation project is 201.122. The program codes for EA 0C700 and EA 1C970 can be found in their respective Project Reports.

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9. DELIVERY SCHEDULE

The anticipated project schedule is provided in Table 5 below.

Table 5
Project Schedule

Project Milestones	Scheduled Delivery Date (Month/Year)
RIGHT OF WAY CERTIFICATION	01/2019
READY TO LIST	01/2019
ADVERTISEMENT	05/2019
AWARD	08/2019
APPROVE CONTRACT	10/2019
CONTRACT ACCEPTANCE	11/2022
END PROJECT	11/2024

10. RISKS

Failure to rehabilitate this pavement will result in continuing and accelerated deterioration of the pavement, resulting in poorer ride quality and increased maintenance cost.

Failure to address this pavement rehabilitation in conjunction with the SR-210 Mixed Flow Lane Addition project would require a separate project, constructed after the SR-210 Mixed Flow Lane Addition project is complete. This will result in increased support costs, maintenance of traffic and road user costs.

11. EXTERNAL AGENCY COORDINATION

Refer to the approved Project Reports for EA 0C700 and EA 1C970.

12. PROJECT REVIEWS

The PSR-PDS for the Mixed Flow Lane Addition project (EA 0C700) was approved and signed by the District Director on May 23, 2008.

The PSR-PR for the SR-210/Base Line Interchange project (EA 1C970) was approved and signed by the District Director on December 19, 2016.

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The PR for the Mixed Flow Lane Addition project (EA 0C700) was approved and signed by the District Director on, January 4, 2017.

The Project Initiation Report for the SHOPP Pavement Rehabilitation project (EA 1J060) was approved and signed by the District Director on June 30, 2017.

13. PROJECT PERSONNEL

Awais Sheikh Project Manager, Caltrans District 8	(909) 381-1772
Andrew Pachol Design Oversight, Caltrans District 8	(909) 383-1371
Sergio Avila Design Liaison, Caltrans	(909) 383-1554
David Smith Jr. Associate Environmental Planner, Caltrans District 8	(909) 383-1002
Juan Lizarde Project Manager, SBCTA	(909) 884-8276
Jeff Chapman Project Manager, AECOM	(714) 567-2400
Stephanie Hillebrand Project Engineer, AECOM	(714) 567-2400

June 2018

14. ATTACHMENTS

Attachment A – Project Vicinity Map (1)

Attachment B1 – Approved Mixed Flow Lane Addition Project Report (158)

Attachment B2 – Approved SR-210/Base Line Interchange Project Study Report-Project Report (121)

Attachment C – Typical Sections (2)

Attachment D – Cost Estimate (1)

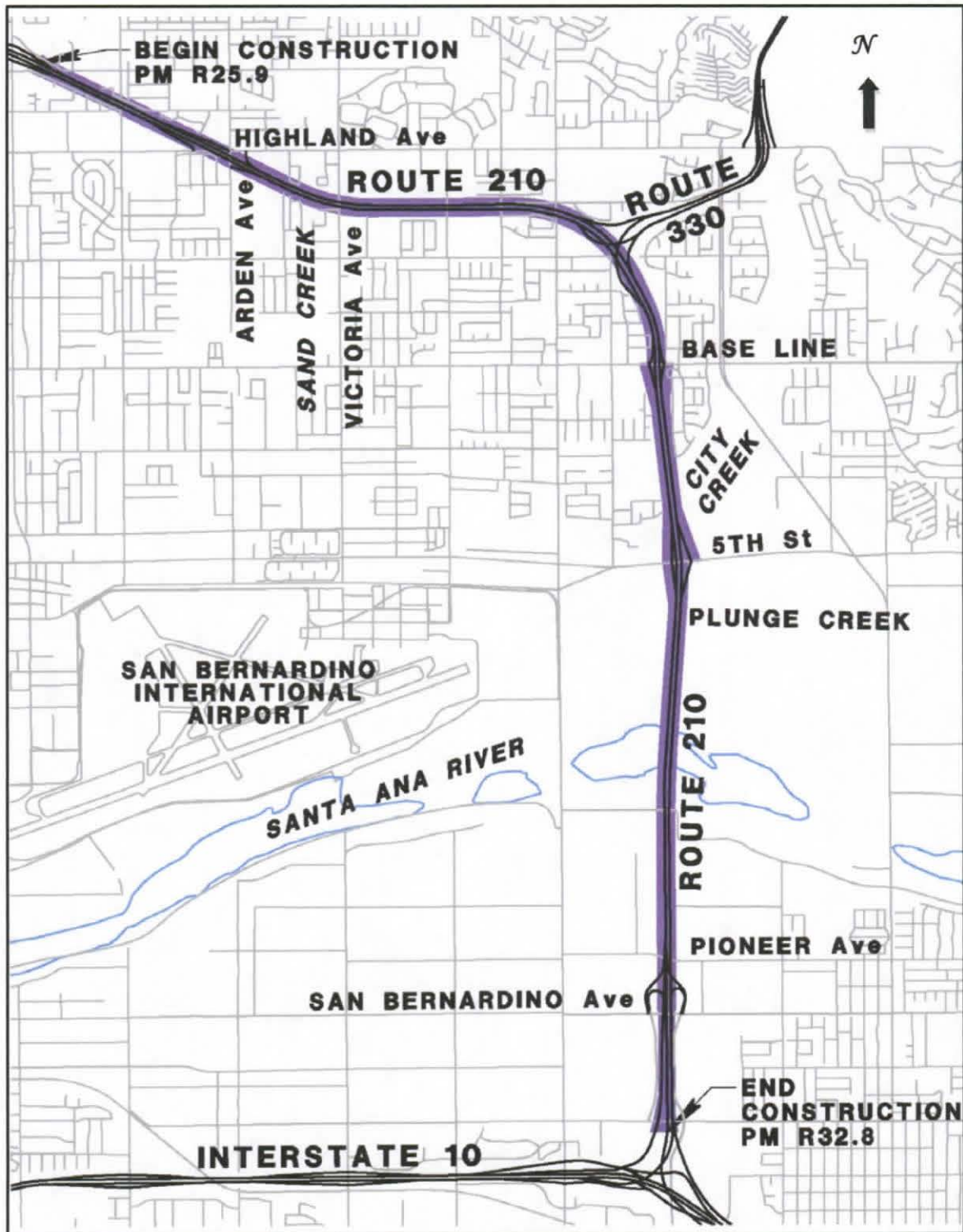
Attachment E1 – Environmental Re-Validation (4)

Attachment E2 – Approved SR-210/Base Line Interchange Initial Study/Mitigated Negative Declaration (7)

Attachment F – Cooperative Agreement (25)

ATTACHMENT A
Project Vicinity Map

April 2018



PROJECT VICINITY MAP

ATTACHMENT B1
Approved Mixed Flow Lane Addition Project Report

PROJECT REPORT

For Project Approval

**On State Route 210
Between Highland Avenue and San Bernardino Avenue**

I have reviewed the right of way information contained in this Project Report and the R/W Data Sheet attached hereto, and find the data to be complete, current, and accurate:



Rebecca Guirado
Deputy District Director, Right of Way

APPROVAL RECOMMENDED:



Bahar Bakhtar, P.E.
Project Manager



David Bricker
Deputy District Director, Environmental Planning



Christy Connors, P.E.
Deputy District Director, Design

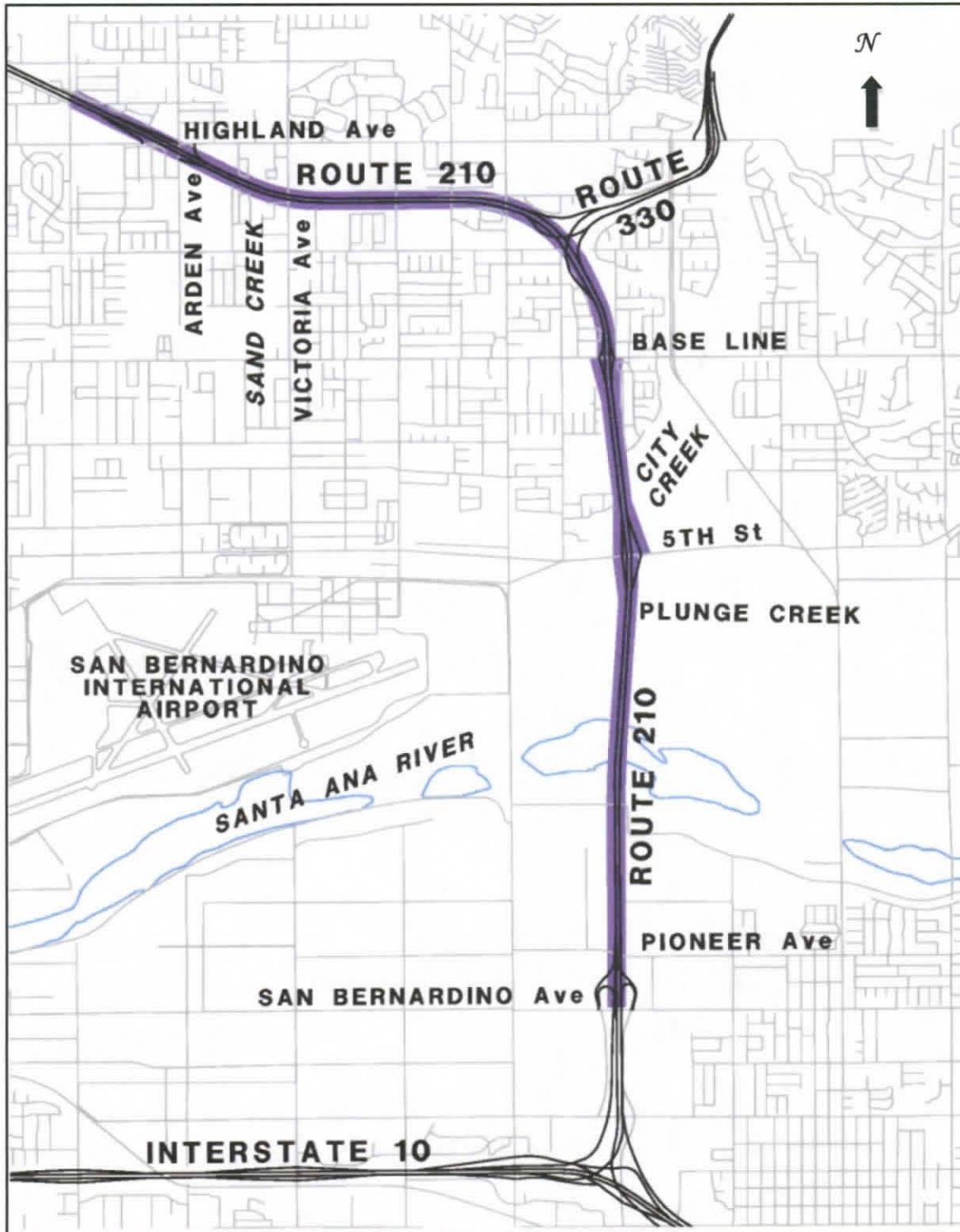
APPROVED BY:



John Bulinski
District Director

Date

01/04/17



PROJECT VICINITY MAP

This Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and engineering data upon which recommendations, conclusions, and decisions are based.

Stephanie Hillebrand
Stephanie Hillebrand, P.E.
Registered Civil Engineer
AECOM

Nov. 18, 2016
Date



SUBMITTED BY:
Garry Cohoe
Garry Cohoe, P.E.
Director of Project Delivery
San Bernardino Associated Governments

Nov 21, 2016
Date

CONCURRED BY:
Mainul Hasan Khan
Mainul Khan, P.E.
Acting Office Chief, Design Oversight, Caltrans District 8

11/22/2016
Date

ATTACHMENT B2
Approved SR-210/Base Line Interchange PSR-PR

Project Study Report-Project Report

For Project Approval

On Route 210 at Base Line in the County of San Bernardino
Between State Route 330
And 5th Street-Greenspot Road

I have reviewed the right of way information contained in this report and the RW Data Sheet attached hereto, and find the data to be complete, current and accurate:


Rebecca Guirado
Deputy District Director, Right of Way

APPROVAL RECOMMENDED:


Bahar Bakhtar, P.E.
Project Manager


David Bricker
Deputy District Director, Environmental Planning

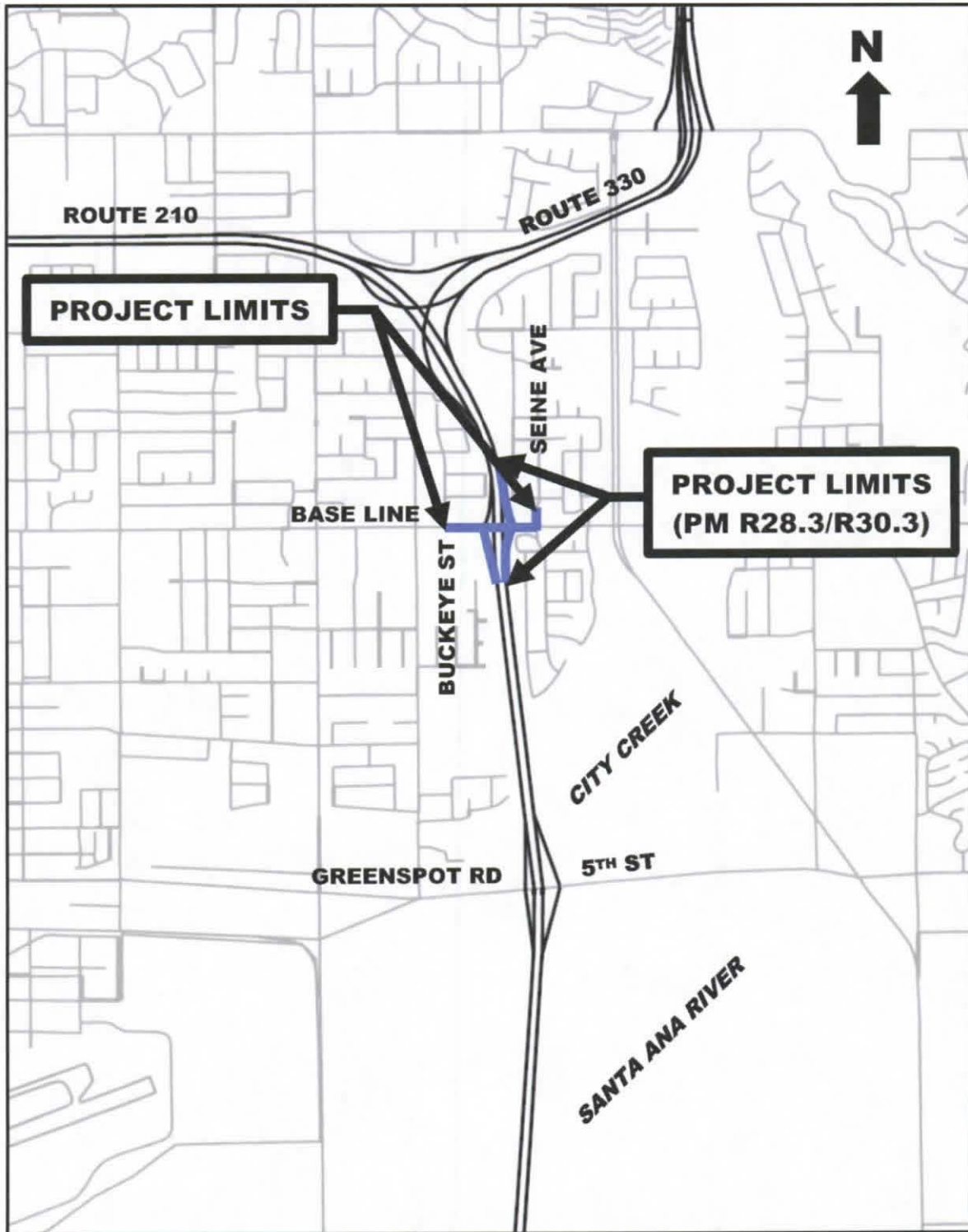

Christy Connors
Deputy District Director, Design

APPROVED BY:


John Bulinski
District Director

12/19/16
Date

Vicinity Map

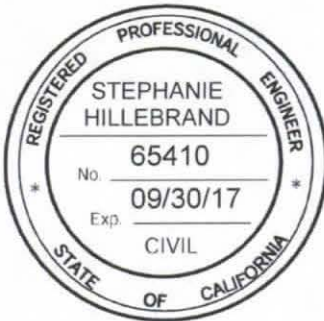


IN SAN BERNARDINO COUNTY
ON STATE ROUTE 210
AT BASE LINE

This Project Study Report-Project Report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

Stephanie Hillebrand
Stephanie Hillebrand, P.E.
Registered Civil Engineer
AECOM

11/7/16
Date



CONCURRED BY:

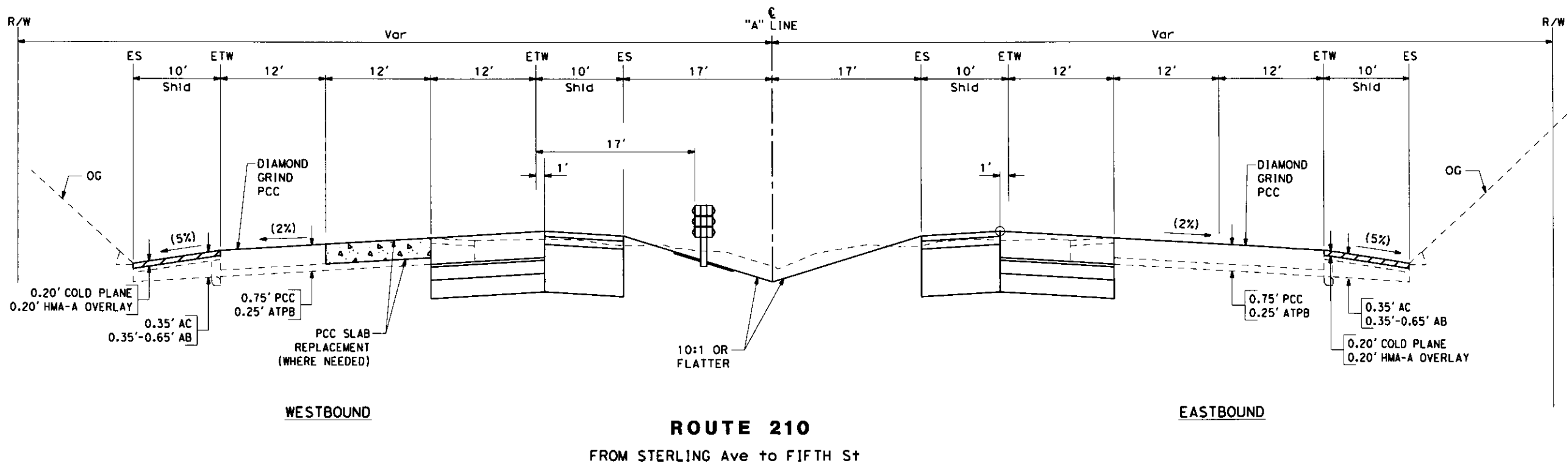
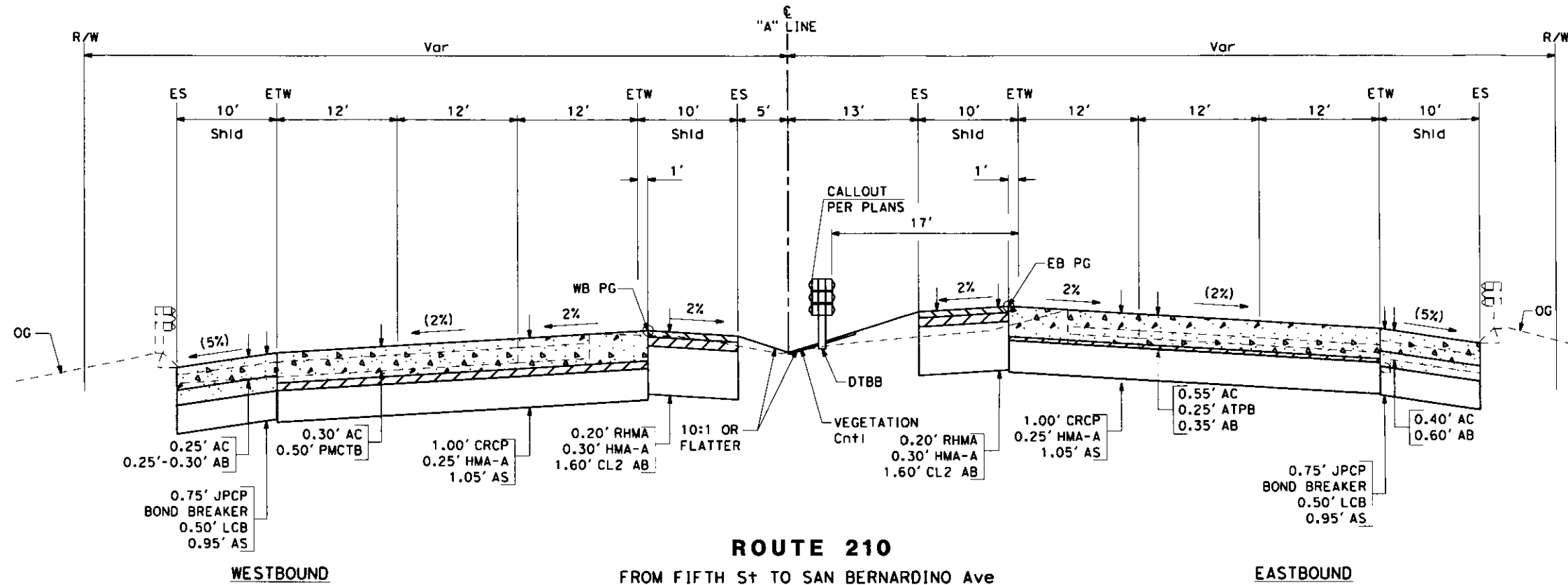
Mainul Hasan Khan
Mainul Khan, P.E.
Office Chief (Acting), Design Oversight, Caltrans District 8

11/8/2016
Date

ATTACHMENT C

Typical Cross Sections

- LEGEND:
- RIGID PAVEMENT (CRCP OR JPCP)
 - HMA-A
 - RHMA
 - AGGREGATE SUBBASE
 - LEAN CONCRETE BASE



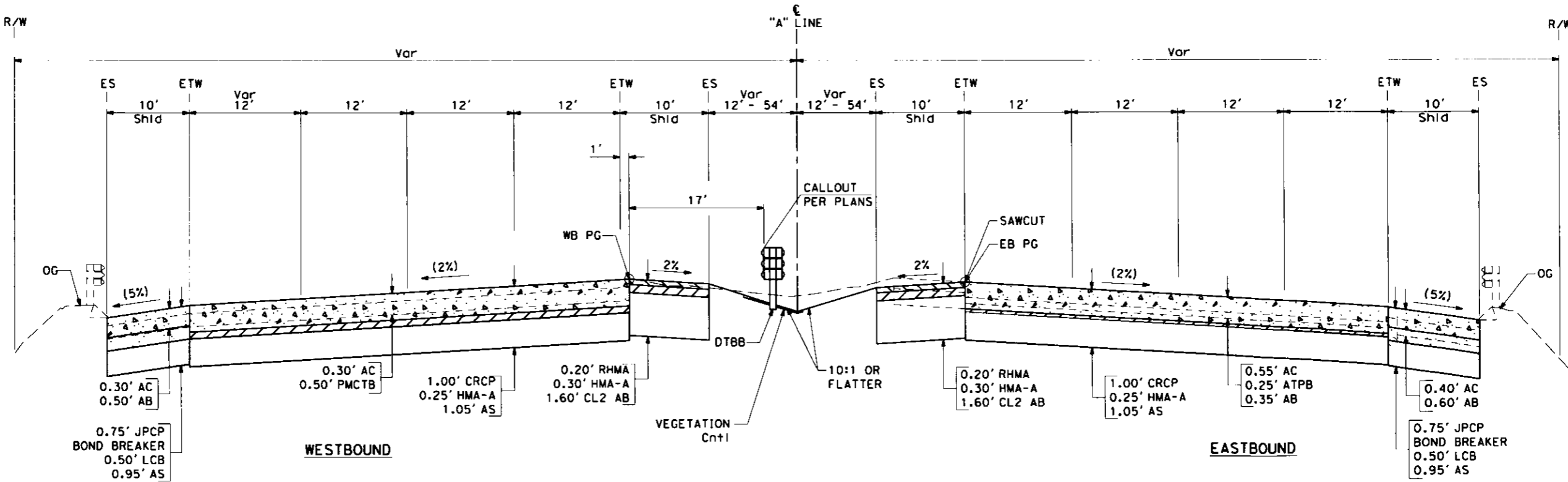
TYPICAL CROSS SECTIONS
NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Jeffrey G. Chapman
CONSULTANT FUNCTIONAL SUPERVISOR
CALCULATED BY
DESIGNED BY
CHECKED BY
ANDREA TEMPELIS
CATHERINE LAMPON
REVISOR
DATE
REVISED BY
DATE
REVISED BY

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL
08	SBd	210	R25.0/R33.2	No. SHEETS

REGISTERED CIVIL ENGINEER DATE
STEPHANIE HILLEBRAND
No. 65410
Exp. 9/30/19
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
AECOM
999 TOWN & COUNTRY ROAD
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TRANSPORTATION AUTHORITY
1170 WEST THIRD STREET
2nd FLOOR
SAN BERNARDINO, CA 92410

- LEGEND:
- RIGID PAVEMENT (CRCP OR JPCP)
 - HMA-A
 - RHMA
 - AGGREGATE SUBBASE
 - LEAN CONCRETE BASE



ROUTE 210
FROM SAN BERNARDINO Ave TO LUGONIA Ave

TYPICAL CROSS SECTIONS
NO SCALE

DATE PLOTTED => 4/19/2018
TIME PLOTTED => 5:09:06 PM

ATTACHMENT D
Cost Estimate

6/15/2017

SR-210 PAVEMENT RECONSTRUCTION ESTIMATE (10% Slab Replacement with Diamond Grind and Shoulder Mill and Overlay)

Sterling Avenue to Fifth Street

Item	Qty	Unit Price	Cost
Rigid Lane Rehabilitation			
Remove Concrete Pavement (CY)	2,810	\$ 90	\$ 300,000
Individual Precast Slab Replacement (CY)	2,810	\$ 1,000	\$ 2,810,000
Grind Existing Concrete Pavement (SQYD)	101,100	\$ 5	\$ 510,000
Flexible Shoulder Pavement Rehabilitation			
Cold Plane Asphalt Concrete Pavement (SQYD)	35,200	\$ 5	\$ 200,000
Hot Mix Asphalt (Type A) (TON)	5,860	\$ 100	\$ 600,000
Other Items ¹	1	\$ 1,100,000	\$ 1,100,000
SUBTOTAL			\$ 5,520,000
CONTINGENCY (20%)			\$ 1,104,000
TOTAL			\$ 6,624,000

¹Includes Mobilization, Traffic Control, Pavement Delineation, Staging, Pavement Seals, Job Site Management,

Fifth Street to Lugonia Avenue (CRCP Pavement with JPCP Shoulders)

Item	Qty	Unit Price	Cost
Rigid Lane Pavement			
Continuously Reinforced Concrete Pavement (CY)	31,200	\$ 290	\$ 9,100,000
Hot Mix Asphalt (TON)	15,600	\$ 100	\$ 1,560,000
Class 2 Aggregate Subbase (CY)	32,800	\$ 25	\$ 900,000
Rigid Shoulder Pavement			
Jointed Plain Concrete Pavement (CY)	6,500	\$ 220	\$ 1,430,000
Bond Breaker	24,500	\$ 2	\$ 50,000
Lean Concrete Base (CY)	4,100	\$ 145	\$ 600,000
Class 2 Aggregate Subbase (CY)	8,500	\$ 25	\$ 220,000
Roadway Excavation (CY)	97,000	\$ 15	\$ 1,500,000
Other Items ²	1	\$ 7,200,000	\$ 7,200,000
SUBTOTAL			\$ 22,560,000
CONTINGENCY (20%)			\$ 4,512,000
TOTAL			\$ 27,072,000

*Includes TRO, Mobilization, Guardrail, Traffic Control, Pavement Delineation, Staging, Drainage, Pavement Seals, Job Site Management, Temporary Water Pollution Control, Removals and Approach Slabs

Support Costs

Item	Qty	Unit Price	Cost
Rigid Lane Pavement			
Final Design - including Environmental Revalidation	1	\$ 3,375,000.00	\$ 3,375,000
Construction Management	1	\$ 5,050,000.00	\$ 5,050,000
SUBTOTAL			\$ 8,425,000

TOTAL PROJECT

Sterling Avenue to Fifth Street	\$ 6,624,000
Fifth Street to Lugonia Avenue	\$ 27,072,000
Support Costs	\$ 8,425,000
TOTAL	\$ 42,121,000

ATTACHMENT E1
Environmental Re-Validation

NEPA/CEQA RE-VALIDATION FORM

DIST./CO./RTE.	08-SBD-210
PM/PM	R25.0/R33.2
E.A. or Fed-Aid Project No.	OC700/08-12000164
Other Project No. (specify)	Not Applicable
PROJECT TITLE	State Route 210 Mixed Flow Lane Addition
ENVIRONMENTAL APPROVAL TYPE	Mitigated Negative Declaration/Categorical Exclusion
DATE APPROVED	December 30, 2016
REASON FOR CONSULTATION (23 CFR 771.129)	Check reason for consultation: <input type="checkbox"/> Project proceeding to next major federal approval <input checked="" type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
DESCRIPTION OF CHANGED CONDITIONS	Project refinements primarily consisting of the removal and replacement/reconstruction of existing pavement.

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: [Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.]

- ☐ The original environmental document or CE remains valid. No further documentation will be prepared.
- ☒ The original environmental document or CE is in need of updating; further documentation has been prepared and ☐ is included on the continuation sheet(s) or ☒ is attached. With this additional documentation, the original ED or CE remains valid.
- Additional public review is warranted (23 CFR 771.111(h)(3)) Yes ☐ No ☒
- ☐ The original document or CE is no longer valid.
- Additional public review is warranted (23 CFR 771.111(h)(3)) Yes ☐ No ☐
- Supplemental environmental document is needed. Yes ☐ No ☐
- New environmental document is needed. Yes ☐ No ☐ (If "Yes," specify type: _____)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Signature: Bonetta Cloud
Environmental Branch Chief

Date

5/18/18

Signature: [Signature]
Project Manager/DLAE

Date

5/18/18

CEQA CONCLUSION: (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)

- ☐ Original document remains valid. No further documentation is necessary.
- ☒ Only minor technical changes or additions to the previous document are necessary. An addendum has been or will be ☒ prepared and is ☒ included on the continuation sheets or ☐ will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)
- ☐ Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)
- ☐ Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162) (Specify type of subsequent document, e.g., Subsequent FEIR)
- ☐ The CE is no longer valid. New CE is needed. Yes ☐ No ☐

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Bonetta Cloud
Environmental Branch Chief

Date

5/18/18

Signature: [Signature]
Project Manager/DLAE

Date

5/18/18

NEPA/CEQA RE-VALIDATION FORM

CONTINUATION SHEET(S)

Address only changes or new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., scope change; a new alternative; change in project alignment

The San Bernardino County Transportation Authority (SBCTA), in cooperation with the California Department of Transportation (Caltrans) and the City of Highland, proposes to widen State Route (SR-) 210 from Sterling Avenue to Lugonia Avenue in the cities of Highland, San Bernardino, and Redlands, as well as a portion of unincorporated San Bernardino County, California. The widening would occur between post miles (PM) Revised (R) 26.3 and R32.4, for a distance of 6.1 miles. The total length of the proposed project limits is approximately 8.2 miles, from PM R25.0 to R33.2. This additional area beyond PM R26.3 and R32.4 was previously included for transition signage and striping and the Limits of Disturbance (LOD) was limited to the existing edge of pavement, unlike the portion of the project from R26.3 to R32.4, which includes a much larger LOD. However, between San Bernardino Avenue and Lugonia Avenue some additional work is now proposed (primarily pavement replacement/reconstruction), which requires a slight increase in the LOD in that reach of the project, as described below.

A Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) and Mitigated Negative Declaration (MND) under the California Environmental Quality Act (CEQA) were adopted for the proposed project in December 2016. Since that time some refinements to the project have been identified. The refinements to the proposed project since adoption of the environmental document are identified below.

From Sterling Avenue to 5th Street

- Replace existing rigid pavement slabs that are failing, but only up to 10% of all existing slabs
- Diamond grind all of the existing rigid pavement lanes
- Grind and overlay the existing asphalt pavement right shoulders

From 5th Street to San Bernardino Avenue

- Remove all existing asphalt concrete lanes and right shoulders
- Replace lanes with continuously reinforced concrete pavement (CRCP)
- Replace right (outside) shoulders with jointed plain concrete pavement (JPCP)

From San Bernardino Avenue to Lugonia Avenue

- Remove all existing asphalt concrete lanes and left and right shoulders
- Replace lanes with continuously reinforced concrete pavement (CRCP)
- Replace right (outside) shoulders with jointed plain concrete pavement (JPCP)
- Replace left (inside) shoulders with new hot mixed asphalt (HMA) pavement and widen them from 5 feet to 10 feet
- To accommodate the work being proposed along the edge of shoulder, the existing LOD is being expanded approximately 10 feet on both sides of the freeway

Figure 1 in Appendix A presents the locations of the proposed project refinements described above. Figure 2 in Appendix A presents the changes to the Build Alternative map (Sheets 17 and 18) from the adopted environmental document.

Changes in environmental setting, e.g., new development affecting traffic or air quality;

None. There are no changes in the environmental setting of the project.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

None. There are no changes in the environmental circumstances associated with the project.

NEPA/CEQA RE-VALIDATION FORM

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

The resources that may have a change in impacts or result in new impacts are discussed in this section.

Biological Resources

All of the project refinements that are being proposed from Sterling Avenue to San Bernardino Avenue are included in the limits of disturbance (LOD) addressed in the Natural Environment Study (November 2015) (NES) that was prepared for the proposed project. A Biological Resources Technical Memorandum (April 2018) was prepared to address the project refinements (see Appendix B). The approved project NES provided an in-depth analysis of biological resources impacted by the proposed project from Sterling Avenue to San Bernardino Avenue (and an associated 500-ft buffer), and all of the proposed refinements from Sterling Avenue to San Bernardino Avenue are within the limits of disturbance evaluated in the approved NES. Therefore, the April 2018 memorandum was limited to the reach from San Bernardino Avenue to Lugonia Avenue, which was not included in the project NES.

In preparing the April 2018 Memorandum, a survey of the Biological Study Area (BSA) associated with the project refinements from San Bernardino Avenue to Lugonia Avenue was performed on April 2, 2018 to assess biological resources and determine the potential for occurrence of common and special status species, their habitats, and aquatic resources. The BSA included 100-foot and 500-foot buffers from the edge of proposed permanent disturbance limits determined from preliminary engineering design. Buffers were utilized beyond the maximum extent of potential permanent disturbance limits to identify and determine direct, indirect, and cumulative effects to sensitive biological resources within, and adjacent to, the BSA. Surveys for rare plants were conducted in suitable habitat within the 100-foot buffer. Vegetation communities/land use, general biological resources, and a habitat assessment for sensitive wildlife species were conducted within the 500-foot buffer. The BSA was surveyed on foot where access was available, and where access was not available (i.e., no permission obtained), areas were observed from accessible property boundaries with the aid of binoculars and high-resolution aerial maps (1:200 scale).

As identified in the April 2018 Memorandum, no impacts to jurisdictional resources would occur. One constructed drainage that is potentially jurisdictional is present within the BSA (concrete trapezoidal channel); however, this drainage is located outside of the LOD. Furthermore, no impacts to federal and/or state listed endangered, threatened, candidate, or state rare species would occur as no habitat for any of these species is present.

Cultural Resources

A Supplemental Historic Property Survey Report (SHPSR), approved on April 25, 2018, was prepared to determine if any historic properties and/or archaeological resources are present within the areas where the Area of Potential Effects (APE) was expanded to accommodate the project refinements between San Bernardino Avenue and Lugonia Avenue (see Appendix C). The area between San Bernardino Avenue and Lugonia Avenue was included in the project APE that was approved on June 2, 2014; however, due to the design refinements, the APE had to be expanded in April 2018 by approximately ten feet along eastbound and westbound SR-210 between San Bernardino Avenue and Lugonia Avenue. All project refinements between Sterling Avenue and San Bernardino Avenue are included in the limits of June 2, 2014 APE. The SHPSR resulted in a finding of no additional cultural resources present and no additional historic resources present and the findings in the previously approved June 2014 HPSR remain valid.

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Based on the results of this Environmental Re-Validation and supplemental technical documentation, no changes to avoidance, minimization, and/or mitigation measures are required.

NEPA/CEQA RE-VALIDATION FORM

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

Based on the results of this Environmental Re-Validation and supplemental technical documentation, no environmental commitments beyond those included in the adopted Initial Study/Mitigated Negative Declaration and Categorical Exclusion are required.

ATTACHMENT E2
Approved SR-210/Base Line Interchange IS/MND

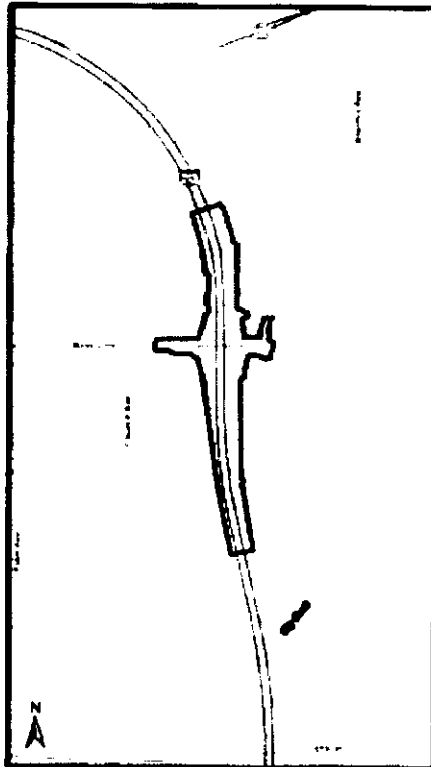
State Route 210/Base Line Interchange Improvements Project

CITY OF HIGHLAND, SAN BERNARDINO COUNTY, CALIFORNIA

DISTRICT 8- SBD - 210 (PM R28.3/R30.3)

EA 1C970/PN 08-13000105

Initial Study with Mitigated Negative Declaration



**Prepared by the
State of California Department of Transportation and in cooperation with the
San Bernardino Associated Governments and City of Highland**



November 2016

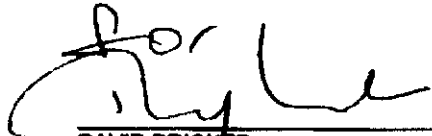
Improve the State Route 210 (SR-210) Base Line Interchange (Post Miles [PM] Revised [R] 28.3/R30.3) in the City of Highland, San Bernardino County, California by widening Base Line from Buckeye Street to Seine Avenue and widening three of the four existing SR-210 interchange ramps.

INITIAL STUDY with Mitigated Negative Declaration

Submitted Pursuant to: (State) Division 13, California Public Resources Code

THE STATE OF CALIFORNIA
Department of Transportation
and the San Bernardino Associated Governments

11/1/16
Date of Approval



DAVID BRICKER
Deputy District Director
District 8 Division of Environmental Planning
California Department of Transportation

The following persons may be contacted for more information about this document:

Ms. Renetta Cloud, Senior Environmental Planner
Office of Environmental Studies "A"
California Department of Transportation
464 W. 4th Street MS 823
San Bernardino, CA 92401

Tim Watkins, Chief of Legislative and Public Affairs
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276 x139

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

8- SBD - 210 Dist.-Co.-Rte. (or Local Agency)	R28.3/R30.3 P.M./P.M.	1C970 E.A/Project No.	08-13000105 Federal-Aid Project No. (Local Project)/Project No.
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PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

The proposed project would improve SR-210/Base Line Interchange (PM R28.3/R30.3) in the City of Highland, San Bernardino County, California. Specifically, the project would widen Base Line from Buckeye Street to Seine Avenue and widen three of the four existing SR-210 interchange ramps. The purpose of the proposed project is to reduce congestion and improve operational efficiency throughout the Base Line corridor at the SR-210 interchange. The Build Alternative (Preferred Alternative) includes the following design features and elements:

- Base Line between Buckeye Street and Seine Avenue and three of the four existing interchange ramps would be widened to add through lanes, turn lanes, and storage for vehicle queues
- Existing pavement adjacent to pavement widening would be rehabilitated, as needed.
- A two-lane exit would be created at the westbound exit ramp.
- The entrance ramps would be widened to accommodate high occupancy vehicle (HOV) preferential lanes.
- The existing Base Line overcrossing would be widened to accommodate the new lanes.
- Retaining walls would be constructed, as needed, in areas of widening.
- The proposed project would require the acquisition of new permanent right of way, and temporary construction easements (TCEs) would be needed during the construction period to facilitate access to the construction work areas.
- Drainage system improvements would be constructed to address stormwater runoff
- Ramp metering would be installed on the entrance ramps at the interchange.
- Geotechnical borings would be conducted within the project's limits of disturbance, as needed, for design of the project.

Utilities would be protected, adjusted/modified, or relocated, as needed, to accommodate the improved facility. Anticipated utility relocations have been accounted for in the project's limits of disturbance that was developed for the project and environmental analyses. The affected utilities would be relocated in accordance with federal and state law and regulations and county and city policies. Final determinations of utilities and relocation requirements will be completed during the initial design phase of the project.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

- ☐ Not Applicable - Caltrans is not the CEQA Lead Agency ☒ Not Applicable - Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA
- ☐ Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)
Based on an examination of this proposal, supporting information, and the above statements, the project is:
- ☐ Categorically Exempt. Class . (PRC 21084; 14 CCR 15300 et seq.)
- ☐ Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

N/A

Print Name: Senior Environmental Planner or
Environmental Branch Chief

N/A

Print Name: Project Manager

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation Sheet

8- SBD - 210	R28.3/R30.3	1C970	08-13000105
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

CALTRANS NEPA DETERMINATION (Check one)

- ☐ 23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:
- ☐ 23 CFR 771.117(c): activity (c) ()
 - ☐ 23 CFR 771.117(d): activity (d) ()
 - ☐ Activity ____ listed in Appendix A of the MOU between FHWA and the State
- ☒ 23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327.

Renetta Cloud

Print Name: Senior Environmental Planner or
Environmental Branch Chief

Bahar Bakhtar

Print Name: Project Manager/DLA Engineer

Renetta Cloud 12-14-16
Signature Date

Bahar Bakhtar 12-14-16
Signature Date

Date of Categorical Exclusion Checklist completion:

Date of ECR or equivalent :

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation Sheet

8- SBD - 210	R28.3/R30.3	1C970	08-13000105
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:

AESTHETICS:

AES-1: During the proposed project construction phase, in instances where existing ground cover or other vegetation is removed as a result of proposed project actions, permanent erosion control for all disturbed surfaces and bare soil areas would be applied. Standard soil erosion prevention measures will be implemented and are subject to approval by the District Landscape Architect. In areas where replacement planting is necessary, a concept landscaping plan will be developed. A detailed planting and irrigation plan will be designed and installed after completion of the freeway improvement project under a separate contract. Any tree removal will be replaced at a rate and size determined by the District Landscape Architect.

AES-2: Any aesthetic treatments will be designed to be consistent with the overall SR-210 corridor in the City of Highland. There is no Aesthetic Corridor Master Plan for this segment of SR-210. If a master plan is developed for this segment, the aesthetics at the SR-210/Base Line Interchange will be approved by the District Landscape Architect to coincide with that master plan.

AIR QUALITY:

AQ-1: The construction contractor will comply with Caltrans Standard Specifications in Section 14 (2015).

- a) Section 14-9.02 specifically requires compliance by the contractor with all applicable laws and regulations related to air quality, including air pollution control district and air quality management district rules, regulations, ordinances, and statutes.
- b) Section 14-9.02 is directed at controlling dust. If dust palliative materials other than water are to be used, material specifications are contained in Section 18.

AQ-2: Apply water or dust palliative to the site and equipment as frequently as necessary to control fugitive dust emissions. Fugitive emissions generally must meet a "no visible dust" criterion either at the point of emission or at the right of way line, depending on local regulations.

AQ-3: Spread soil binder on any unpaved roads used for construction purposes and all project construction parking areas.

AQ-4: Wash off trucks as they leave the right of way as necessary to control fugitive dust emissions.

AQ-5: Properly tune and maintain construction equipment and vehicles. Use low-sulfur fuel in all construction equipment, as provided in California Code of Regulations, Title 17, Section 93114.

AQ-6: Develop a dust control plan documenting sprinkling, temporary paving, speed limits, and expedited revegetation of disturbed slopes as needed to minimize construction impacts on existing communities.

AQ-7: Locate equipment and material storage sites as far away from residential and park uses as practical. Keep construction areas clean and orderly.

AQ-8: Establish Environmentally Sensitive Areas or their equivalent near sensitive air receptors where construction activities involving extended idling of diesel equipment would be prohibited, to the extent feasible.

AQ-9: Use track-out reduction measures such as gravel pads at project access points to minimize dust and mud deposits on roads affected by construction traffic.

AQ-10: Cover all transported loads of soils and wet materials prior to transport or provide adequate freeboard (space from the top of the material to the top of the truck) to minimize emissions of dust (particulate matter) during transportation.

AQ-11: Promptly and regularly remove dust and mud on paved public roads from construction activity and traffic to decrease particulate matter.

AQ-12: Route and schedule construction traffic to avoid peak travel times as much as possible to reduce congestion and related air quality impacts caused by idling vehicles along local roads.

AQ-13: Install mulch or plant vegetation as soon as practical after grading to reduce windblown particulate in the area. Be aware that certain methods of mulch placement, such as straw blowing, may themselves cause dust and visible emission issues; controls, such as dampened straw, may be needed.

AQ-14: To control the generation of construction-related fugitive dust emissions, Caltrans requires contractors to comply with SCAQMD Rule 403 requirements. Compliance with SCAQMD Rule 403 is a requirement for all construction projects.

BIOLOGICAL RESOURCES:

BIO-1: Bird Protection.

- a) In order to comply with Section 10 of the Migratory Bird Treaty Act and relevant sections of the California Fish and Game Code (e.g., 3503, 3503.4, 3504, 3505, et seq.), any vegetation clearing within the project footprint should take place outside of the typical avian nesting season (typically February 15 to September 15), to the maximum extent practical. Prior to ground-disturbing activities within the project footprint during the nesting season, a qualified biologist will conduct and submit a preconstruction migratory nesting bird and raptors survey report. The survey will occur prior to initiation of project activities and any occupied nests occurring within or adjacent to the project footprint will be delineated. To the maximum extent practicable, a minimum buffer zone from occupied nests will be determined by the qualified biologist and maintained during physical ground-disturbing activities. Once nesting has ceased, the buffer may be removed.

BIO-2: Bat Protection.

- a) A qualified bat biologist will survey the BSA prior to construction to assess the potential for maternity roosts, including the SR-210 Base Line overcrossing and any palm or large trees that will be removed. The surveys may include a combination of structure and tree inspection, sampling, exit counts, and acoustic surveys.
- b) If any work on the SR-210 Base Line overcrossing occurs between April 15 and August 31, then it will be cleared of all bats prior to construction under the guidance and observation of a qualified biologist. Exclusionary devices should be used to exclude bats from directly affected work areas and avoid potential direct impacts. Such exclusion efforts must be continued to keep the structures free of bats until August 31 or completion of construction. All bat exclusion techniques would be coordinated between Caltrans and the resource agencies, as applicable.
- c) Prior to tree removal, palm trees, large trees, and snags should be examined by a bat biologist prior to removal or trimming to ensure that no roosting bats are present. Palm frond trimming, if necessary, should be conducted outside the maternity season (i.e., April 15 to August 31) to avoid potential mortality to flightless young.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

8- SBD - 210	R28.3/R30.3	1C970	08-13000105
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E./Project No.	Federal-Aid Project No. (Local Project)/Project No

d) If maternity sites are identified during the preconstruction bat habitat suitability assessment, then no construction activities within a buffer established by a bat biologist containing the maternity roost will be allowed during the maternity season (i.e., April 15 to August 31), unless a qualified bat biologist has determined that young have been weaned. If present, and it is anticipated that construction activities cannot be completed outside of the maternity season, then bat exclusion at maternity roost sites will be completed either as soon as allowed by CDFW and the qualified bat biologist after the young have been weaned or outside of the maternity season, prior to initiating construction activities or as otherwise approved by the qualified bat biologist in coordination with CDFW.

BIO-3: Construction Activities Delineation. Limits of grading and construction activities within the project footprint should be clearly delineated.

BIO-4: Water Pollution Control. Water pollution and erosion control plans will be developed and implemented in accordance with RWQCB requirements.

BIO-5: Project Site Maintenance. To avoid attracting predators and nuisance species, the project footprint will be clear of debris, where possible. All food-related trash items will be enclosed in sealed containers and regularly removed from the project footprint.

BIO-6: Site Vegetation Maintenance. A weed abatement plan will be developed to minimize the spread and importation of nonnative plant material during and after construction. During project construction, soil and vegetation disturbance will be minimized to the greatest extent feasible. To avoid the introduction of invasive plant species into the project area, the construction contractor will inspect and clean construction equipment prior to transporting equipment from one project location to another; any fill material used will be obtained from weed-free sources; and only certified weed-free straw, mulch, and/or fiber rolls will be used for erosion control. Following construction, all revegetated areas will avoid the use of species listed in the California Invasive Plant Council's California Invasive Plant Inventory (Cal-IPC 2006).

CULTURAL RESOURCES:

CR-1: If cultural materials are discovered during construction, all work must halt or be diverted within a sixty-foot radius of the discovery until a qualified archaeologist can assess the nature and significance of the find.

CR-2: If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities will stop in any area or nearby area suspected to overlie remains, and the County Coroner contacted. If suspected human remains are discovered during construction, Caltrans requires that all work must halt or be diverted within a sixty-foot radius of the discovery until the Coroner has made a determination. Pursuant to California Public Resources Code (PRC) Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission, which will then notify the Most Likely Descendent. At this time, the person who discovered the remains will contact the District 8 Environmental Branch so that they may work with the Most Likely Descendent on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.

GEOTECHNICAL:

GEO-1: Earthwork in the project area will be performed in accordance with the latest edition of Caltrans' Standard Specifications and/or the requirements of applicable government agencies.

GEO-2: The project will conform to all applicable seismic design criteria from the Uniform Building Code; Caltrans Standards; and state, county, and city regulations.

GEO-3: A comprehensive geotechnical study, including a field investigation and laboratory soil testing, will be performed during the PS&E phase of the proposed project.

HAZARDOUS WASTE:

HAZ-1: Should any previously unknown hazardous waste/material be encountered during construction, Caltrans Hazards Procedures for Construction will be followed.

WATER QUALITY:

WQ-1: Construction site best management practices (BMPs) will be implemented during construction for controlling potential pollutants on construction sites. The following BMP categories will be considered and implemented, where feasible: soil stabilization practices; sediment control practices; tracking control practices; wind erosion control; non-storm water controls; and waste management and material pollution controls.

WQ-2: A Notice of Intent will be filed with the Santa Ana RWQCB for coverage under the state-wide National Pollutant Discharge Elimination System (NPDES) permit for construction-related discharges. The contractor will prepare a Stormwater Pollution Prevention Plan (SWPPP) that sets forth the best management practices (BMPs) that will be implemented on site. The BMPs will be implemented to minimize spills and keep potentially contaminated materials used during construction out of the drainage waterways as documented in the SWPPP.

NOISE:

NOI-1: As directed by Caltrans, the contractor will conform with the requirements of SSP 14-8.02 and will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

Continuation Sheet

8- SBD - 210	R28.3/R30.3	1C970	08-13000105
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

POPULATION AND HOUSING:

PH-1: Right of way will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended, and property owners will receive just compensation and fair market value for their property.

Public Services, Transportation and Traffic

PS-1: Prior to construction, a Traffic Management Plan (TMP) will be developed by the San Bernardino Associated Governments (SANBAG) to minimize potential impacts on emergency services and commuters during construction.

PS-2: Prior to construction, a construction staging and handling plan will be developed to minimize impacts on local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone. This should be implemented in coordination with measure PS-1.

PS-3: Lane closures will be limited during peak hours to the extent possible.

PS-4: Where necessary, detours for bicycles and pedestrians will be included in all areas potentially affected by construction.

Appropriate signage will be used to delineate detours. This should be implemented in coordination with measure PS-1.

PS-5: Coordination with local transit agencies will occur for temporary relocation of routes or bus stops in work zones, as necessary. This should be implemented in coordination with measure PS-1.

GREENHOUSE GAS EMISSIONS:

GG-1: Caltrans and the California Highway Patrol are working with regional agencies to implement intelligent transportation systems (ITS) to manage the efficiency of the existing highway system. ITS are commonly referred to as electronics, communications, or information processing, used singly or in combination, to improve the efficiency or safety of a surface transportation system.

GG-2: The project would incorporate the use of energy-efficient lighting, such as light-emitting diode (LED) traffic signals. LED bulbs—or balls, in the stoplight vernacular—cost \$60 to \$70 apiece but last five to six years compared with the one-year average lifespan of the incandescent bulbs that were previously used. The LED balls themselves consume ten percent of the electricity of traditional lights, which will also help reduce the project's CO2 emissions.

GG-3: According to Caltrans Standard Specification Provisions, the contractor must comply with all South Coast Air Quality Management District rules, ordinances, and regulations regarding air quality restrictions.

PERMITS:

A Clean Water Act Section 402-National Pollutant Discharge Elimination System (NPDES) permit is needed from the State Water Resources Control Board.

In conjunction with the results of the above technical documentation, the Avoidance and Minimization Measures included in the initial ECR prepared for this project will be implemented during the preparation for and performance of all activities related to construction activities. If it is determined that revisions to the ECR are required for this project, the ECR will be updated accordingly.

Changes to the project's scope of work, limits, construction strategy and/or staging and storage requirements, and/or the timeframe of construction, as well as final design (PS&E) efforts not addressed during preliminary design (PA&ED), requires that the District's Division of Environmental Planning be notified in a timely manner, to determine if an Environmental Re-Evaluation (and/or updates to the Technical Studies performed) are required.

ATTACHMENT F

Cooperative Agreement

COOPERATIVE AGREEMENT

This AGREEMENT, effective on February 13, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public agency, referred to hereinafter as SBCTA.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *on State Route 210 (SR 210) will be adding one mixed flow lane in each direction in median, widen inside and outside shoulder, adding auxiliary lanes and acceleration/deceleration lanes at select locations, improve Base Line Interchange in the cities of San Bernardino, Highland and Redlands from Highland Avenue to San Bernardino Avenue*, will be referred to hereinafter as PROJECT. All existing lanes on SR 210 from Sterling Avenue to Lugonia Avenue *in the cities of San Bernardino, Highland and Redlands* will be rehabilitated and it will be referred to hereinafter as BETTERMENTS. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

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.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS approved the Mitigated Negative Declaration on December 30, 2016 (Cooperative Agreement No. 1524).
 - CALTRANS approved the Categorical Exclusion on December 28, 2016 (Cooperative Agreement No. 1524).
 - SBCTA is developing the R/W Certification (Cooperative Agreement No. 1611).
 - SBCTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 1611).
 - SBCTA completed the Project Report (Cooperative Agreement No. 1524).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the Construction IMPLEMENTING AGENCY.

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
14. CALTRANS is responsible for one hundred percent (100%) of all Construction PROJECT COMPONENT costs incurred by SBCTA due to BETTERMENTS. CALTRANS shall reimburse SBCTA for any and all such costs. Should the cost for the BETTERMENTS increase beyond the \$38,746,000 in this AGREEMENT, PARTIES agree to work together for a solution and to amend the AGREEMENT, if necessary.
15. PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.
16. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.
20. Parties agree to incorporate into the PROJECT, CALTRANS requested BETTERMENTS. The cost of the BETTERMENTS shall be borne in their entirety by CALTRANS and paid in accordance with the provisions of this article. CALTRANS acknowledges the potentially negative impact of changes occurring during construction and shall endeavor to minimize any Betterment requests.

- a. The cost of the BETTERMENTS shall be the agreed upon amount set forth in Funding Summary No. 1. The foregoing amount shall constitute full payment for all construction, testing, and inspections performed by SBCTA, its consultants, and/or contractor. The amount of the BETTERMENTS shall only be changed if a material change in the BETTERMENTS is requested by CALTRANS, or if the contractor is entitled to a change order under the "Changes of Work" clause of the CONTRACT DOCUMENTS. Change order costs directly attributed to the BETTERMENTS are not included in the amount for the BETTERMENTS, and shall be the financial responsibility of CALTRANS. CALTRANS shall be afforded the opportunity to inspect, review and participate in any change order discussions directly impacting the BETTERMENTS.
 - b. In the event CALTRANS requests additional BETTERMENTS for incorporation into the PROJECT after execution of this Agreement and SBCTA agrees to incorporate such BETTERMENTS into the PROJECT, CALTRANS shall be solely responsible for all costs and expenses agreed to at time of execution of a contract change order for such BETTERMENTS.
21. The project funding is not subject to local assistance and will be processed through capital projects.

CALTRANS' Quality Management

22. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
23. CALTRANS' independent quality assurance (IQA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

24. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
25. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

26. CALTRANS is the CEQA Lead Agency for the PROJECT.
27. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

28. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
29. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
30. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife

CONSTRUCTION

31. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
32. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

33. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
34. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
35. SBCTA will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the *Local Assistance Procedures Manual*. SBCTA will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
36. CALTRANS will not issue an Encroachment Permit to SBCTA for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended Maintenance Agreement required for the WORK are executed; and
 - Any new or amended Freeway Agreement required for the WORK are executed.
37. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
38. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
39. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days the IMPLEMENTING AGENCY will not award the construction contract.

40. CALTRANS will not issue an Encroachment Permit to SBCTA's construction contractor until CALTRANS accepts:
 - The payment and performance bonds; and
 - The CONSTRUCTION Quality Management Plan
41. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.
42. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
43. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
44. SBCTA will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.
45. SBCTA will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$50,000.
46. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
47. If CONSTRUCTION CAPITAL is funded with state or federal funds then SBCTA will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.

48. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
49. SBCTA will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of sixty (60) working days prior to the construction start of work. SBCTA will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

50. SBCTA may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTIES will document the arrangement in a written Task Order. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SBCTA and provided by CALTRANS during CONSTRUCTION are to be reimbursed from the funds obligated in this AGREEMENT.
51. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
 - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
52. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.
53. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System 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 State Highway System right-of-way.

54. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

55. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
56. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

57. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CALTRANS policies and directives
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

58. CALTRANS retains the right to reject noncompliant WORK. SBCTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

59. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

60. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

61. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
62. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

63. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

64. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

65. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

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

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

67. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
68. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

69. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to Project schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

70. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
71. 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.

Claims

72. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
73. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
74. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

75. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK 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.
76. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

77. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and SBCTA will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, 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 PARTY will be permitted to make copies of any WORK-related records needed for the audit.

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

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

78. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
79. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

80. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

81. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
82. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.

83. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

84. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Venue

85. PARTIES 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 PARTY 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 the PROJECT is physically located.

Exemptions

86. All CALTRANS' obligations under 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.

Indemnification

87. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their 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 and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

88. Neither SBCTA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, 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, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

89. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
90. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

91. SBCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SBCTA waives the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

92. 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.

Defaults

93. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

94. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES 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 the PROJECT is physically located.

95. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

96. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.


WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

SIGNATURES

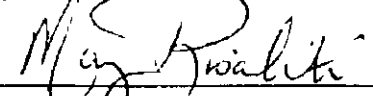
PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

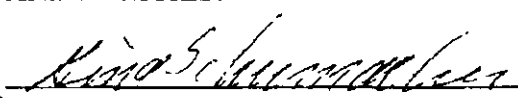
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION


SR John Bulinski
District Director

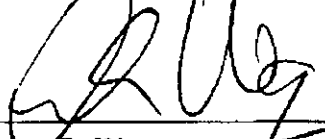
VERIFICATION OF FUNDS AND AUTHORITY:


Mary Risaaji
District Budget Manager


CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:


Darwin Salmos
HQ Accounting Supervisor

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY


Alan D. Wapner
Board President


ATTEST:


Vicki Watson
Clerk of the Board

APPROVED AS TO FORM AND PROCEDURE:

 1/26/18
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:


Jeffery Hill
Procurement Manager

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY→</u>			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	*SHOPP	5,050,000	33,696,000	38,746,000
STATE	SBCTA	STIP/RIP	0	25,000,000	25,000,000
LOCAL	SBCTA	Local	15,330,000	99,400,000	114,730,000
Totals (\$)			20,380,000	158,096,000	178,476,000

*These funds will be paid as a BETTERMENTS.

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	SBCTA	SBCTA	DFM CALTRANS	
SHOPP	0	5,050,000	33,696,000	0	38,746,000
STIP/RIP	0	0	25,000,000	0	25,000,000
Local	0	15,330,000	99,229,000	171,000	114,730,000
Totals	0	20,380,000	157,925,000	171,000	178,476,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the 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 PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

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

ICRP Rate

3. 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 administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 and Chapter 5 of the Local Assistance Procedures Manual. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said 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 SBCTA invoices for rates in excess of DPA rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCTA will pay invoices within five (5) calendar days of receipt of invoice.
8. If SBCTA has received EFT certification from CALTRANS then SBCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. CALTRANS will contribute State SHOPP funds for payment towards the anticipated BETTERMENTS costs up to \$38,746,000 unless the cost of BETTERMENTS is revised in accordance with Article 14.
10. SBCTA will invoice CALTRANS in accordance with the above SPENDING SUMMARY.
11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
13. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

CONSTRUCTION Support

14. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

15. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Department Furnished Materials (DFM)

16. CALTRANS will invoice and SBCTA will reimburse for actual costs.