Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
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TRANSPORTATION MEASURE I

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

AGENDA

Board of Directors Meeting

January 4, 2012

*****Start Time: 9:30 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting 9:45 a.m.****

LOCATION
San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President
Larry McCallon, Mayor
City of Highland

Vice-President
Janice Rutherford, Supervisor
County of San Bernardino

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Mike Leonard, Mayor
City of Hesperia

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
(self suspension 5/3/2011)
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Ray Wolfe, Caltrans
Ex-Officio Member

Ty Schuiling, *Interim Executive Director*

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, *which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

The San Bernardino County Transportation Authority, *which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

The Service Authority for Freeway Emergencies, *which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

The Congestion Management Agency, *which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

As a ***Subregional Planning Agency****, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

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

Board of Directors
January 4, 2012

9:30 a.m. convene meeting of the Board of Directors

1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

 # 1 Conference With Legal Counsel – Existing Litigation
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG Parcel #	Case Name and Number
B 120	**SANBAG v. San Bernardino Joint Powers Financing Authority, et al., San Bernardino County Superior Court Case No. CIVDS 1106942**
C 8	**SANBAG v. MG Hospitality, et al., San Bernardino County Superior Court Case No. CIVDS 1103420**

****CONVENE REGULAR MEETING 9:45 A.M.****

Location:
San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order – 9:45 a.m. by Mayor Larry McCallon

I. Pledge of Allegiance

II. Attendance

III. Announcements:
- Calendar of Events (Pg. 13)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of January 4, 2012** Pg. 14

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 28.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 16

3. **November 2011 Procurement Report** Pg. 20

Receive November 2011 Procurement Report. **William Stawarski**

This item was received by the Administrative Committee on December 14, 2011.

4. **SANBAG 2012/2013 Budget Schedule** Pg. 22

Approve the 2012/2013 Budget Schedule. **William Stawarski**

This item was received by the Administrative Committee on December 14, 2011.

5. **Insurance Premium Update** Pg. 24

Receive Insurance Premium Update Report. **William Stawarski**

This item was received by the Administrative Committee on December 14, 2011.

Consent Calendar Continued....

Administrative Matters (Cont.)

Notes/Actions:

6. 2012 Sales Tax Revenue Bonds Financing Schedule Update Pg. 27

Receive 2012 Sales Tax Revenue Bonds Financing Schedule Update. **William Stawarski**

This item was received by the Administrative Committee on December 14, 2011, the Major Projects Committee on December 15, 2011, and the Mountain Desert Committee on December 16, 2011.

7. Telephone System Upgrade Pg. 32

Authorize staff to release a Request for Proposal (RFP) No. 12166 for the purchase and installation of a new telephone system at SANBAG. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Policy Committee on December 14, 2011 and has been reviewed by Kathleen Murphy-Perez.

8. Creation of a Fund Administration and Programming Department Pg. 36

1. Approve creation of a Fund Administration and Programming Department to consolidate functions currently spread among the Project Delivery, Planning, Transit and Rail, and Management Services-Mountain/Desert Subregional Policy departments.

2. Approve modification to the SANBAG Organization Chart to include the Fund Administration and Programming Department headed by a Fund Administration (proposed organization chart is attached), and add the new position to the list of approved SANBAG positions.

3. Direct staff to prepare a formal job description and salary assignment for the Director of Fund Administration consistent with SANBAG's classification and compensation plan to be brought back for policy review and approval. **Ty Schuiling**

This item was unanimously recommended for approval by the Administrative Committee on December 14, 2011.

Consent Calendar Continued....

Notes/Actions:

Project Development

9. SANBAG 10-Year Delivery Plan Pg. 40

1. Adopt the Measure I 2010-2040 10-Year Delivery Plan (Separate Attachment).

2. Amend Policy 40006, Valley Major Street (VMS) Program Measure I Strategic Plan as specified in Attachment 2, revising the apportionments to the Rail-Highway Grade Separation sub-program and the Arterial sub-program. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011, and the Mountain/Desert Committee on December 16, 2011.

10. State Route 210 (SR-210) Segment 8 Landscaping Pg. 57

Approve a Budget Amendment for Task No. 82412000, SR-210 Construction to replace $2,100,000 in Federal Transportation Enhancement Activities (TEA) funds with an equal amount of State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds, for a zero sum change to the 2011/2012 Fiscal Year budget. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Policy Committee on December 15, 2011.

11. Interstate 215 (I-215) North Landscaping Cooperative Agreement Pg. 59

1. Approve Cooperative Agreement No. C12177 with Caltrans for the landscaping of the Interstate 215 (I-215) corridor through the City of San Bernardino for the preconstruction phases of this project. The agreement describes the roles and responsibilities of each party, commits up to $2,090,000 in Measure I Valley Freeway funds.

2. Approve a termination date of December 31, 2015 for Agreement No. C12177 which exceeds the Board approved maximum term of three years for standard contracts but is required in this agreement in order to complete all activities. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Consent Calendar Continued....

Project Development (Cont.)

Notes/Actions:

12. **Request for Proposals (RFP) 12047 for On-Call Right of Way and Other Specialty Right of Way Related Services** Pg. 86

Authorize Staff to release Request for Proposals (RFP) 12047 for On-Call Right of Way and Other Specialty Right of Way Related Services. **Garry Cohoe**

This item was reviewed and unanimously recommended by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the RFP as to form.

13. **Right of Way (ROW) Cooperative Agreement No. C11015 for Interstate 215 (I-215)/Newport Overcrossing Bridge Replacement, part of the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project** Pg. 110

Approve ROW Cooperative Agreement No. C11015 with Caltrans for the acquisition of properties required for the replacement of the I-215/Newport Overcrossing. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the draft agreement as to form.

Transit/Commuter Rail

14. **Amendment No. 5 to Contract C10079, Redlands Rail Extension, to HDR Engineering, Inc. for Design Services and Design Services during Construction** Pg. 126

1. Approve Amendment No. 5 to Contract C10079 to HDR Engineering in the amount of $3,924,694 for a total not-to-exceed amount of $28,485,052 for design and design services during construction.

2. Approve Budget Amendment to Task No. 38012000, Redlands Rail, increasing the total not-to-exceed amount of $3,924,694 to be funded by Valley Unallocated Local Transportation Fund (LTF). **Mitchell Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on December 15, 2011 and unanimously recommended for approval. This amendment has been reviewed and approved as to form by SANBAG Contracts Manager and Counsel.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

15. Award of Construction Management Services for Contract C12009 and C12178 Pg. 161

1) Award Contract No. C12009 Construction Management Services for the Downtown San Bernardino Passenger Rail Project (DSBPRP) to Parsons Brinckerhoff for a total not-to-exceed amount of $6,262,324.72.

2) Award Contract No. C12178 Construction Management Services for the Omnitrans Bus Facility at the San Bernardino Transit Center to Parsons Brinckerhoff for a total not-to-exceed amount of $683,755.00.

3) Due to the anticipated length of construction, approve the term of Contract C12009 & C12178 to December 31, 2015 which exceeds the three-year contract term identified in SANBAG's Procurement Policy 11000.

4.) Approve Budget Amendment in the amount of $6,262,325 to be funded by previously unallocated Local Transportation Funds (LTF), increasing the Task No. 38012000 Redlands Rail. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on December 15, 2011 and unanimously recommended. Both contracts have been reviewed by SANBAG Contracts Manager and County Counsel.

Transportation Programs & Fund Administration

16. Measure I Five Year Capital Improvement Plans for 2011-2016 Pg. 197

Accept the Measure I 2011-2016 Summary Report of the Five Year Capital Improvement Plans for Local Pass-Through Funds for the Valley and Mountain/Desert Subareas. **Duane Baker**

The Measure I Five Year Capital Improvement Plans for the Valley Subarea were recommended for acceptance by the Major Projects Committee on December 15, 2011 and the Mountain/Desert Committee on December 16, 2011.

Regional & Quality of Life Programs

17. High Speed Rail (HSR) Status, Business Plan, and Memorandum of Understanding (MOU) Pg. 199

Receive presentation on the state HSR Business Plan, and direct staff to continue participation in development of a MOU as described below among the High Speed Rail Authority and the Southern California transportation agencies. **Ty Schuiling**

This item was received by the Plans and Programs Policy Committee on December 21, 2011.

Notes/Actions:

Consent Calendar Continued....

Regional & Quality of Life Programs (Cont.)

Notes/Actions:

18. Approve Amendments to four Freeway Service Patrol Contracts to exercise first year options Pg. 220

1. Approve Amendment No. 1 to Contract No. C09-137 with Steve's Towing, for Beat 1, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $171,585 for a revised Not-To-Exceed Amount of $686,340;

2. Approve Amendment No. 1 to Contract No. C09-140 with Steve's Towing, for Beat 5, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $171,585 for a revised Not-To-Exceed Amount of $686,340;

3. Approve Amendment No. 1 to Contract No. C09-138 with Pepe's Towing Services, Inc., for Beat 2, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $186,345 for a revised Not-To-Exceed Amount of $756,450;

4. Approve Amendment No. 1 to Contract No. C09-139 with JLM Towing Services, Inc., for Beat 3, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $186,346 for a revised Not-To-Exceed Amount of $734,311. **Duane A. Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The items, as well as the four contract amendments, have been reviewed and approved, as to form, by SANBAG's Legal Counsel and Contracts Manager.

19. Proposed Port of Long Beach Pier S Terminal Development Project Letter of Support Pg. 243

Approve the attached letter of support for the Proposed Port of Long Beach Pier S Terminal Development Project. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011.

20. Congestion Management Program Pg. 248

Approve the 2011 update to the San Bernardino County Congestion Management Program. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011.

Notes/Actions:

Consent Calendar Continued....

Regional & Quality of Life Programs (Cont.)

21. Amend agreement with the California Highway Patrol (CHP) C09-180 for Fiscal Year 11/12 and approve a Cooperative Agreement with the California Highway Patrol for the supervision and daily operational oversight of the Freeway Service Patrol (FSP) Pg. 250

1. Approve Amendment No. 1 to Cooperative Agreement No. C09-180 with California Highway Patrol to provide additional funds for mandatory training of FSP drivers in the amount of $10,000 during Fiscal Year 2011/2012;

2. Approve Cooperative Agreement No. C12-175 with the California Highway Patrol in the Not-To-Exceed amount of $150,000 for Freeway Service Patrol supervision and operational oversight from July 1, 2012 to June 30, 2015. **Duane A. Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The Amendment and Agreement have been reviewed and approved, as to form, by SANBAG's Legal Counsel and Contracts Manager.

Subregional Transportation Planning and Programming

22. Jurisdiction Master Agreements Pg. 264

1. Approve the following Jurisdiction Master Agreements:
   A. City of Redlands – C12022
   B. City of Colton– C12014
2. Terminate the following Fiscal Year 2010/2011 Jurisdiction Master Agreements:
   A. City of Redlands – C10252
   B. City of Colton – C10244 **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The Jurisdiction Master Agreements have been reviewed by SANBAG Counsel and SANBAG Contracts Manager, and have been approved by the respective Councils for the cities of Redlands and Colton.

23. Memorandum of Understanding Regarding the High Desert Corridor Pg. 285

Approve a Memorandum of Understanding (MOU) C12181 covering the roles and responsibilities for initial studies related to the High Desert Corridor project from State Route 14 in Los Angeles County to State Route 18 in San Bernardino County. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on December 16, 2011.

Notes/Actions:

DISCUSSION ITEMS

Administrative

24. Policy Committee Caucuses Pg. 321

Report on caucus results of the East Valley, West Valley, and Mountain/Desert city representatives to select members to serve on the Administrative and the Plans and Programs policy committees. **Duane Baker**

This item has not received prior policy committee review.

Project Development

25. Purchase & Sale Agreements for acquisition of property necessary for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 323

Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreement to acquire Right-of-Way identified in Attachment "A" for construction of the I-215 Bi-County HOV Project. **Garry Cohoe**

This item has not received prior Policy Committee review.

26. State Route 60 (SR 60) Sound Wall Award of Construction Contract No. C12128 Pg. 326

1. Award Contract No. C12128 for SR-60 sound wall construction to Griffith Company (Griffith) in an amount of $478,791.00.

2. Approve Allowances/Contingency for Contract No. C12128 on the SR-60 Sound Wall Project in the amount of $78,429.00. **Garry Cohoe**

Approval to take this recommendation for award of a construction contract directly to the SANBAG Board was approved by the Major Projects Committee on December 15, 2011 SANBAG Legal Counsel and Contracts Manager have reviewed and approved the contract as to form.

27. SANBAG Presentation to the California Transportation Commission (CTC) Pg. 358

Receive presentation. **Ty Schuiling**

This material has been presented publically by the SANBAG President but has had no prior policy committee review.

Notes/Actions:

Other Matters

28. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report
Mayor Dennis Yates (*No Report This Month*)
Mobile Source Air Pollution Reduction Review Committee — Pg. 359
Council Member Gwenn Norton-Perry

SCAG Committees — Pg. 366
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees — Pg. 367
Acronym List — Pg. 372

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures
The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility
The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
January 2012

SANBAG Meetings – Cancelled:
None

SANBAG Meetings – Scheduled:			
Administrative Committee	Jan. 11	9:00 a.m.	The Super Chief
Major Projects Committee	Jan. 12	9:00 a.m.	The Super Chief
Plans and Programs Committee	Jan. 18	12:00 noon	The Super Chief
Commuter Rail & Transit Committee	Jan. 19	12:00 noon	The Super Chief
Mountain/Desert Committee	Jan. 20	9:00 a.m.	Town of Apple Valley

Other Meetings/Events:			
I-15/LaMesa-Nisqualli Interchange Groundbreaking Ceremony	Jan. 10	2:00 p.m.	Near intersection of I-15 and LaMesa/Nisqualli
SCAG 2012 Regional Transportation Plan (RTP) Workshop	Jan. 18	1:00 p.m. Meeting 3:00 p.m. Public Hearing Portion	SANBAG Offices, Super Chief Conf. Rm.
SCAG 2012 Regional Transportation Plan (RTP) Workshop	Jan. 20	10:00 a.m.	Apple Valley Conf. Cntr., following Mtn./Des. Mtg.

For additional information, please call SANBAG at (909) 884-8276

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: January 4, 2012

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
14	C10079-5	HDR Engineering, Inc. *Rob Klovsky*	Birge Engineering David Evans & Assoc., Inc. Epic Land Services, Inc. Delta Group Gruen Hatch Mott Macdonald HTC ICF Iteris, Inc. Project Design Consultants Pacific Rail Engineers Westbound Communications Cambridge

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1201Z-jh

15	C12009 C12178	Parsons Brinckerhoff *Doug Sawyer*	Simon Wong Engineering Leighton & Associates Lynn Capouya, Inc. RH & Associates, Inc. RAW International SECA IRC Inc.
18	C09137 C09140	Steve's Towing *Miguel Leyva*	N/A
18	C09138	Pepe's Towing Services, Inc. *Lorenzo Navarro*	N/A
18	C09139	JLM Towing Services, Inc. *Moises Serrano*	N/A
26	C12128	Griffith Company *Ryan J. Aukerman*	V&E Tree Service Sierra Landscape Development Mahaffey Drilling Company CMC Rebar

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Gary Ovitt Board of Supervisors	X		X	X		X	X	X	X					X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X	X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X			X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X		X	X	X		X
Neil Derry Board of Supervisors	X	X	X	X	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011
Cari Thomas City of Adelanto	X	X	X	X	X	X		X	X	X	X			X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	*	X		X	X
Julie McIntyre City of Barstow	X	X	X			X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X		X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X	X		X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	*	X	X	X	X	X	X	
David Zamora City of Colton	X	X	X	X	X	X	X	*						
Sarah Zamora City of Colton									X	X	X			X
John Roberts City of Fontana	X													
Michael Tahan City of Fontana		*	*	X	X	X	X	X	X	X	X		*	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X	*	*	X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	X	X	X	X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X		X	X	X			X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X	X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	*	X	X	*	X	X
Diane Williams City of Rancho Cucamonga	X	X												
L. Dennis Michael City of Rancho Cucamonga			X	*	X	X	X	X	X	X	X		X	X
Jon Harrison City of Redlands	X	*	X	X	X	*								
Pete Aguilar City of Redlands							X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	*	X	X		X	X		X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X	X	X	X	X		X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X			X
John Pomierski City of Upland	X	X												
Ray Musser City of Upland			X	X	X	X	X		X	X	X	*	X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	X	X	X	X		X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	*	X	X	X	X	X		X	
Ray Wolfe Ex-Official Member	X	X	Basem Muallem	Basem Muallem	X	X	X	Basem Muallem	X	Basem Muallem	X			Basem Muallem

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

brdatt11

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X		X	X	X	X	X		X	X	X	X	X
Brad Mitzelfelt Board of Supervisors	X	X	X		X	X	X	X		X	X	X	X
Paul Biane Board of Supervisors	X	X	X	X		X		X		X			X
Josie Gonzales Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	*	*	X	X	X
Julie McIntyre City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X		X	X	X		X	X	X	X		X	X
Dennis Yates City of Chino	X		X	X	X	X	X	X		X	X	X	X
Gwenn Norton-Perry City of Chino Hills	X												
Ed Graham City of Chino Hills		X	X	X	X	X	X	X	X	X	X	X	X
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X		X	X	X	*					
John Roberts City of Fontana									X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X	

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	*	X	X	X
Larry McCallon City of Highland	X	X	X	X	X	X	X			X	*	X	X
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	*	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	X	X	X	*	X	X	X	X	X
Jeff Williams City of Needles	X		X	X	X	X	X	X	X	X	X	X	X
Alan Wapner City of Ontario	X	. X	X	X	X	X	X	X	X	X	X	X	
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X	X	X		X	X	X
Pat Gilbreath City of Redlands	X		X	X	X	X	X	X	X	X	X		X
Ed Scott City of Rialto	X	X	X	X	X	X	X	X	X	X		X	
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X	X	X	X	X	X	X		X	X	X
Ryan McEachron City of Victorville	X		X	X	X	X	X	X	X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X	*	X	X	X	X	X
Ray Wolfe Ex-Official Member	X		X	X	Syed Raza	X	X	X	Syed Raza	Christy Connors	X	X	X

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: January 4, 2012

Subject: November 2011 Procurement Report

Recommendation:* Receive November 2011 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997 and approved the last revision on October 6, 2010. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of November 2011.

Financial Impact: This item imposes no impact on the fiscal year 2011/2012 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was received by the Administrative Committee on December 14, 2011.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1201a-ws
ISF12

November 2011 Report of Purchase Orders

PO No: RCMS # EDEN #	PO Issue Date	Vendor	Purpose	$ Amount
P12152 4000743	10/25/11	Economics & Politics, Inc.	Economics & Politics has previously provided economic benefit analysis for other SANBAG projects (example, the I-215 project). With this unique qualification and the firm's understanding of the TIGER grant requirements, the firm was chosen to perform the analysis required by the TIGER grant.	$7,500.00
P12155 4000745	10/26/11	Integris Management Group, LLC	Produce windshield picture, aerial photography, and 3D rendering of Devore Interchange.	$11,407.50
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$18,907.50**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: January 4, 2012

Subject: SANBAG 2012/2013 Budget Schedule

Recommendation:* Approve the 2012/2013 Budget Schedule

Background: The preparation of the fiscal year 2012/2013 budget requires a schedule for development, consideration and adoption of the final budget appropriations.

The Administrative Committee is the primarily responsible for policy input for the development and review of the budget. Other policy committees are also scheduled to consider proposed tasks under their purview.

A full Board of Directors Budget Workshop will be scheduled in conjunction with the May 2012 Administrative Committee meeting for consideration of the proposed budget. Final budget adoption for Fiscal Year 2012/2013 is scheduled for the June Board of Directors meeting.

Financial Impact: This item has no immediate budgetary impact.

Reviewed By: This item was received by the Administrative Committee on December 14, 2011.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1201b-ws

SANBAG Fiscal Year 2012/2013 Budget Schedule

DATE	ACTIVITY
December 14, 2011	Administrative Committee Review and Discussion of 2012/2013 Budget Schedule
January 4, 2012	Board Approval of 2012/2013 Budget Schedule
March 14, 2012	Administrative Committee Review of Tasks
March 15, 2012	Major Projects Committee Review of Tasks
March 15, 2012	Commuter Rail & Transit Committee Review of Tasks
March 16, 2012	Mountain/Desert Committee Review of Tasks
March 21, 2012	Plans and Programs Committee Review of Tasks
April 11, 2012	Administrative Committee Program Review
April 12, 2012	Major Projects Committee Further Review of Tasks if Required
April 18, 2012	Plans and Programs Committee Further Review of Tasks if Required
April 19, 2012	Commuter Rail & Transit Committee Further Review of Tasks if Required
April 20, 2012	Mountain/Desert Committee Further Review of Tasks if Required
May 2, 2012	Board of Directors Presentation of the Proposed Budget
May 9, 2012	Board of Directors Budget Workshop in Conjunction with Administrative Committee Meeting
June 6, 2012	Board of Directors Adoption of the SANBAG Fiscal Year 2012/2013 Budget

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: January 4, 2012

Subject: Insurance Premium Update

Recommendation:* Receive Insurance Premium Update Report

Background: SANBAG's risk management program includes a number of insurance policies that are renewed annually each December. Willis Insurance Services provides consulting advice and recommendations to SANBAG on the appropriate insurance coverage. Willis markets SANBAG's insurance requirements and negotiates with a number of carriers. The results include the following recommendations:

Carrier	Coverage	Cost
Allied World National Assurance	General Liability	$82,672
Allied World National Assurance	Umbrella Liability	$46,721
Hartford	Automotive	$1,439
National Union Fire Insurance	Public Officials	$115,569
National Union Fire Insurance	Crime	$2,699
Great American	Excess Crime	$9,900
Affiliated FM	Property	$38,249
Zenith	Workers Compensation	$59,311
	TOTAL	**$356,560**

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1201c-ws
Attachment: BRD1201c1-ws
1AF12

The total premium cost (including taxes) of $356,560 represents a $49,090 increase from the previous year. The majority of the increase is attributed to the Public Officials Liability policy which increased by $44,885. The premium increase for Public Officials Liability is due to increased revenues and exposure.

Exhibit A provides a four year comparison of premium costs of the insurance policies. The total cost without Public Officials Liability decreased from a high of $280,347 in 2009 to a low of $236,786 in 2011 and $240,991 in 2012. The total cost with Public Officials Liability decreased from a high of $358,673 in 2009 to a low of $307,470 in 2011 and $356,560 in 2012.

Financial Impact: This item is consistent with the approved 2011/2012 Budget, Task No. IAF12 Indirect Project Management. There is sufficient budget balance to offset the increase in premium costs.

Reviewed By: This item was received by the Administrative Committee on December 14, 2011.

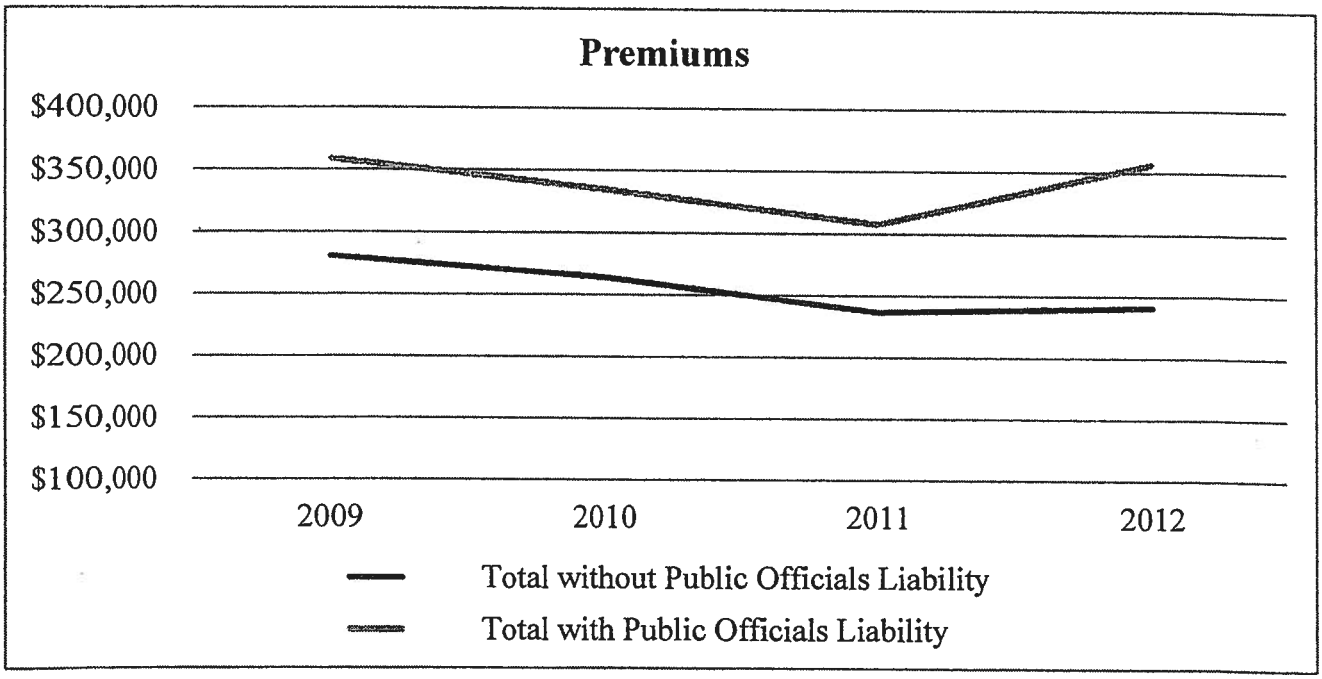
Responsible Staff: William Stawarski, Chief Financial Officer

BRD1201c-ws
Attachment: BRD1201c1-ws
IAF12

SANBAG
Insurance Premiums
Four Year Comparison

EXHIBIT A

Premiums	12/01/2008-12/01/2009	12/01/2009-12/01/2010	12/01/2010-12/01/2011	12/01/2011-12/01/2012
Policy				
Automobile ($1K deductible)	$ 3,176	$ 1,451	$ 1,439	$ 1,439
Crime	3,460	3,460	2,699	2,699
Excess Crime	8,500	8,500	9,000	9,900
General Liability	113,438	82,580	84,722	82,672
Property ($10K deductible)	36,500	36,500	36,500	38,249
Umbrella Liability	62,500	62,201	47,182	46,721
Workers Compensation	52,773	69,133	55,244	59,311
Total without Public Officials Liability	280,347	263,825	236,786	240,991
Public Officials Liability ($100K deductible)	78,326	71,031	70,684	115,569
Total with Public Officials Liability	$ 358,673	$ 334,856	$ 307,470	$ 356,560



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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **6**

Date: January 4, 2012

Subject: 2012 Sales Tax Revenue Bonds Financing Schedule Update

Recommendation:* Receive 2012 Sales Tax Revenue Bonds Financing Schedule Update.

Background: Montague DeRose and Associates (SANBAG financial consultant) recently prepared a preliminary financing schedule (Exhibit A) for the issuance of the 2012 Sales Tax Revenue Bonds. The schedule starts with the selection of the lead underwriter and kick-off meeting with the financing team in early December 2011 and ends with the redemption of the 2009 Sales Tax Revenue Notes in May 2012.

Important dates and actions in the schedule include:

- Submit bond documents to the various policy committees for approval in February 2012. The schedule identifies submittal to all SANBAG Policy Committees. However, they will only be submitted to the Administrative, Major Projects, and Mountain Desert Committees. The composition of these committees ensures review by all Board Members.
- Present to SANBAG Board for approval on March 7, 2012.
- Closing on March 28, 2012.
- Mandatory tender for State of California Proposition 1B Bond on April 2, 2012. The Bonds were refunded in November 2011 and principal and interest was received by SANBAG.
- Redeem 2009 Sales Tax Revenue Notes on May 1, 2012.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1201d-ws; Attachment BRD1201d1-ws
ISF12

The 2012 Sales Tax Revenue Bonds will refinance the net balance of the 2009 Sales Tax Revenue Notes and provide financing for new projects identified in the approved 10 Year Delivery Plan.

Financial Impact: Issuance costs relating to the 2012 Sales Tax Revenue Bonds will be paid from the bond proceeds.

Reviewed By: This item was received by the Administrative Committee on December 14, 2011, the Major Projects Committee on December 15, 2011, and the Mountain Desert Committee on December 16, 2011.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1201d-ws; Attachment BRD1201d1-ws
ISF12

EXHIBIT A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Sales Tax Revenue Bonds, Series 2012
Financing Schedule
August 16, 2011

DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Issuer:	*San Bernardino County Transportation Authority*	*SANBAG*
Financial Advisor:	*Montague DeRose and Associates, LLC*	*FA*
Bond Counsel:	*Orrick, Herrington & Sutcliffe LLP*	*BC*
Disclosure Counsel:	*Nossaman, Guthner, Knox & Elliott LLP*	*DC*
Senior Managing Underwriter:	*TBD*	*UW*
Co-Senior Managing Underwriter:	*TBD*	*CSM*
Co-Managing Underwriters:	*TBD*	*CM*
Underwriters Counsel:	*TBD*	*UWC*
Trustee:	*The Bank of New York Trust Company*	*TR*
Auditors to the Authority:	*Vavrinek, Trine, Day & Company, LLP*	*AD*
Printer:	*TBD*	*PR*

Date	*Activity*	*Participants*
Dec 8	• Select underwriting team	SANBAG
Dec 15	• Kick-off call with financing team (time and dial-in TBD)	SANBAG, FA, BC, DC, UW
Dec 26	• **Holiday – Christmas (observed)**	
Jan 5	• Distribute first drafts of bond documents and Preliminary Official Statement ("POS")	DC, BC
Jan 12	• Document review meeting/call (location, time, and dial-in TBD)	SANBAG, FA, BC, DC, UW
Jan 16	• **Holiday – Martin Luther King Jr. Day**	
Jan 19	• Distribute second draft of bond documents and POS	DC, BC
	• Distribute first draft of Bond Purchase Agreement	UWC
Jan 20	• Distribute first draft of rating agency presentation	
Jan 26	• Conference call to review second draft bond documents, second draft of POS, and first draft of rating agency presentation (time and dial-in TBD)	SANBAG, BC, DC, FA, UW, UWC
Jan 31	• Distribute third drafts of bond documents and POS	DC, BC
Feb 1	• Submit POS and bond documents for Administrative Committee meeting	SANBAG

Date	*Activity*	*Participants*
	• Distribute second draft of rating agency presentation	FA
Feb 2	• Submit POS and bond documents for Major Projects Committee meeting	SANBAG
Feb 6	• Call to discuss second draft of rating agency presentation (time and dial-in TBD)	SANBAG, FA, BC, DC, UW
Feb 8	• Administrative Committee Meeting (9:00 am)	SANBAG
	• Submit POS and bond documents for Plans & Programs meeting	SANBAG
Feb 9	• Major Projects Committee Meeting (9:00 am)	SANBAG
	• Submit POS and bond documents for Commuter Rail & Transit meeting	SANBAG
Feb 10	• Distribute third draft of rating agency presentation	FA
	• Submit POS and bond documents for Mountain/Desert Committee meeting	SANBAG
Week of Feb 13	• Distribute POS and bond documents to rating agencies	FA
Feb 14	• Distribute printer RFP	FA
Feb 15	• Plans & Programs Committee meeting (12:00 pm)	SANBAG
	• Comments due on third draft of rating agency presentation	SANBAG, BC, DC, UW
Feb 16	• Commuter Rail & Transit Committee meeting (12:00 pm)	SANBAG
Feb 17	• Mountain/Desert Committee meeting (9:00 am)	SANBAG
	• Circulate final draft of rating agency presentation	FA
Week of Feb 20	• Rating agency meetings/calls	SANBAG, FA
Feb 20	• **Holiday – President's Day**	
Feb 21	• Printer RFP due	
Feb 22	• Select printer	SANBAG
Feb 29	• File POS and bond documents with SANBAG Board	SANBAG
Mar 5	• Receive ratings	SANBAG, UW, FA
Mar 6	• Due diligence conference call for final comments on the POS, bond documents, and Bond Purchase Agreement	ALL
Mar 7	• SANBAG Board meeting to approve financing	ALL
	• Post POS	SANBAG, UWC, DC, UW, FA, PR
Mar 12	• Market update call	UW
Mar 13	• Pre-pricing call	SANBAG, FA, UW
Mar 14	• Pricing of bonds	SANBAG, FA, UW, CSM, CM
	• Execute BPA	SANBAC, UW, UWC, FA
Mar 16	• Distribute draft of final Official Statement ("OS")	DC
	• Distribute draft opinion letters	BC
	• Distribute closing and transfers memorandum	UW, FA
Mar 20	• Final comments due on final OS	ALL
	• Print and mail final OS	SANBAG, FA, UW, UWC, DC, BC, PR
	• File final OS with MSRB	UW

Date	*Activity*	*Participants*
Mar 26	• Closing and bond documents delivered for signatures	DC, UWC, BC
	• SANBAG receives final bond certificates for authentication	SANBAG, DC, BC
Mar 27	• Distribute opinion letters to Bond Counsel	BC
	• Pre-closing (3:00 pm, dial-in TBD)	ALL
Mar 28	• Closing (8:00 am, dial-in TBD)	ALL
Apr 2	• Mandatory tender date for State of California Proposition 1B Bonds (principal and interest payment to be received by SANBAG)	
May 1	• Redeem San Bernardino County Transportation Authority Sales Tax Revenue Notes 2009 Series A	SANBAG

Notes: All times are Pacific Time

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: January 4, 2012

Subject: Telephone System Upgrade

Recommendation:*** Authorize staff to release a Request for Proposal (RFP) No. 12166 for the purchase and installation of a new telephone system at SANBAG.

Background: The current phone system was installed in 2004, with some portions of the system utilizing the previous equipment purchased in 1995. Since 2004, there have been upgrades to maintain and expand the system, as well as third party software purchases to integrate the phone system with the desktop. However, as a result of technology advances, our existing system is no longer being supported and many of the integration software packages are no longer compatible. In addition to the system becoming obsolete, we have grown to capacity with the number of available voicemail boxes.

Staff is requesting approval to release RFP 12166 to solicit for a phone system that will not only meet the current functionality requirements of the agency but that will also be adaptable for future growth in the number of users and system features.

Financial Impact: This item is consistent with the current fiscal year budget.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1201c-dab
Attachment:
BRD1201c1-dab

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Policy Committee on December 14, 2011 and has been reviewed by Kathleen Murphy-Perez.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1201c-dab
Attachment:
BRD1201c1-dab

ATTACHMENT A

Scope of Work

for

Telephone System

PROJECT OVERVIEW

Authority, acting as the County Transportation Commission and the County Transportation Authority, has prepared this Request for Proposals for the purpose of obtaining proposals for replacing the current telephone system in use at its office at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410. The Authority is currently facing several challenges with its current system and is investigating solutions for replacement. The Authority is looking for a proposal that provides the most stable, upgradable, and cost effective solution for the Authority.

The existing Toshiba Phone System consists of a traditional PBX platform with digital phones connected to PRI lines. Authority currently uses the Windows 7 Operating System, Microsoft 2010 SharePoint, Exchange Server, and Outlook.

SCOPE OF WORK AND RESOURCES TO BE PROVIDED:

The services to be provided will be selective and as determined by the Authority. The features of the proposed system must meet or exceed the specifications listed below:

1. (79) Handset units and (1) Receptionist Console
2. Compatible with the existing network and MS Exchange Server
3. Configured to support at least 100 users and scalable beyond 100 users
4. Voice Mail capacities should be capable of 100 mailboxes with adequate message storage space
5. Computer Telephone Integration capabilities
6. Detailed call logging, reporting, and accounting
7. Paging and intercom features
8. Fax and voicemail to email capability
9. Intrusion prevention/firewalls
10. Backup power supply
11. Conferencing ability
12. Music on Hold
13. Ability for an attendant console and auto attendant
14. Capable of future upgrades

The successful proposer shall be responsible for:

1. All resources necessary to deliver services in the Scope of Work
2. Documentation – User Guide for system comparison
3. Able to provide, upon request, demonstration of proposed system
4. Equipment and labor warranty

5. Installation services for all hardware with minimal impact to daily operations of SANBAG and staff
6. Provide phone placement and programming
7. Comprehensive technical support and training

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: January 4, 2012

Subject: Creation of a Fund Administration and Programming Department

Recommendation:* 1. Authorize creation of a Fund Administration and Programming Department to consolidate fund administration and programming functions currently spread among the Project Delivery, Planning, Transit and Rail, and Management Services-Mountain/Desert Subregional Policy departments.

2. Approve modification to the SANBAG Organization Chart to include the Fund Administration and Programming Department headed by a Director of Fund Administration (proposed organization chart is attached), and add the new position to the list of approved SANBAG positions.

3. Direct staff to prepare a formal job description and salary assignment for the Director of Fund Administration consistent with SANBAG's classification and compensation plan to be brought back for policy review and approval.

Background: Maximizing transportation funding to San Bernardino County, determining how best to use the many federal, state, and local funding types to benefit our residents, and fulfilling the procedural requirements associated with use of the various funds are among SANBAG's principal responsibilities as a Transportation Commission and Transportation Authority. Specific responsibilities include:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.
BRD1201a-ty
Attachment: BRD1201a1-ty

- Distribution of Transportation Development Act (TDA) funds
- Preparation of the biennial updates to the 10-year Delivery Plan
- Annual Measure I fund estimation and the annual apportionment and allocation process
- Measure I local streets distribution Capital Improvement Program process and compliance
- Annual Measure I Capital Project Needs Analysis process
- Updates to the Measure I Strategic Plan
- Administration, allocation and programming of Federal funds including the management of our Obligational Authority
- Administration of State funds, including review of the biennial State fund estimate, and preparation of the State Transportation Improvement Program (STIP) submittal to the California Transportation Commission (CTC)
- Working with the CTC staff on issues involving the STIP, Proposition 1B funds and other state controlled funds
- Preparation of the County Transportation Improvement Plan to be included in the Regional Transportation Improvement Plan (RTIP)
- Processing amendments and updates to the RTIP

Currently, these programming and fund administration work functions are spread among the Project Delivery, Planning, Transit and Rail, and Management Services departments. Consolidation of these functions within a single, mode-neutral department will result in a more coordinated and objective approach to securing, allocating, and overseeing these funds. This will help SANBAG to be even more competitive in seeking these funds and protecting them from rescission, enable SANBAG to be more responsive to our member agencies on issues and questions related to pass through funds and Measure I, and to have more accountability and control over the hundreds of millions of dollars for which SANBAG is responsible. It will also relieve the Project Delivery, Planning, and Transit and Rail departments of certain fund administration responsibilities and enable them to dedicate more of their limited resources to core functions.

SANBAG has a huge fiduciary responsibility to properly administer the many different sources of funds, from Measure I to various state and federal funds. This change will help to fulfill that responsibility. However, another part of that responsibility includes proper accounting, auditing and investment of those funds. That responsibility is handled by our Finance Department under the direction of the Chief Financial Officer. This proposal will not change or redistribute those responsibilities.

Implementation of this proposal would result in the addition of a Director of Fund Administration position to SANBAG. The current programming staff will be moved into the new Fund Administration and Programming Department reporting to the Interim Executive Director until the Director of Fund Administration is filled. Further staffing and redistribution of existing responsibilities will be addressed as part of the Fiscal Year 2012/2013 budget and through input from the Director of Fund Administration.

Consolidation of these functions now is timely, given the administrative policy foundation provided by the Strategic Plan for Measure I 2010-2040, expected completion of the first 10-year Delivery Plan in January 2012, and initiation of the budget development process for Fiscal Year 2012-2013 in January as well.

A formal job description and salary assignment will be prepared and brought back for review and approval at a later date

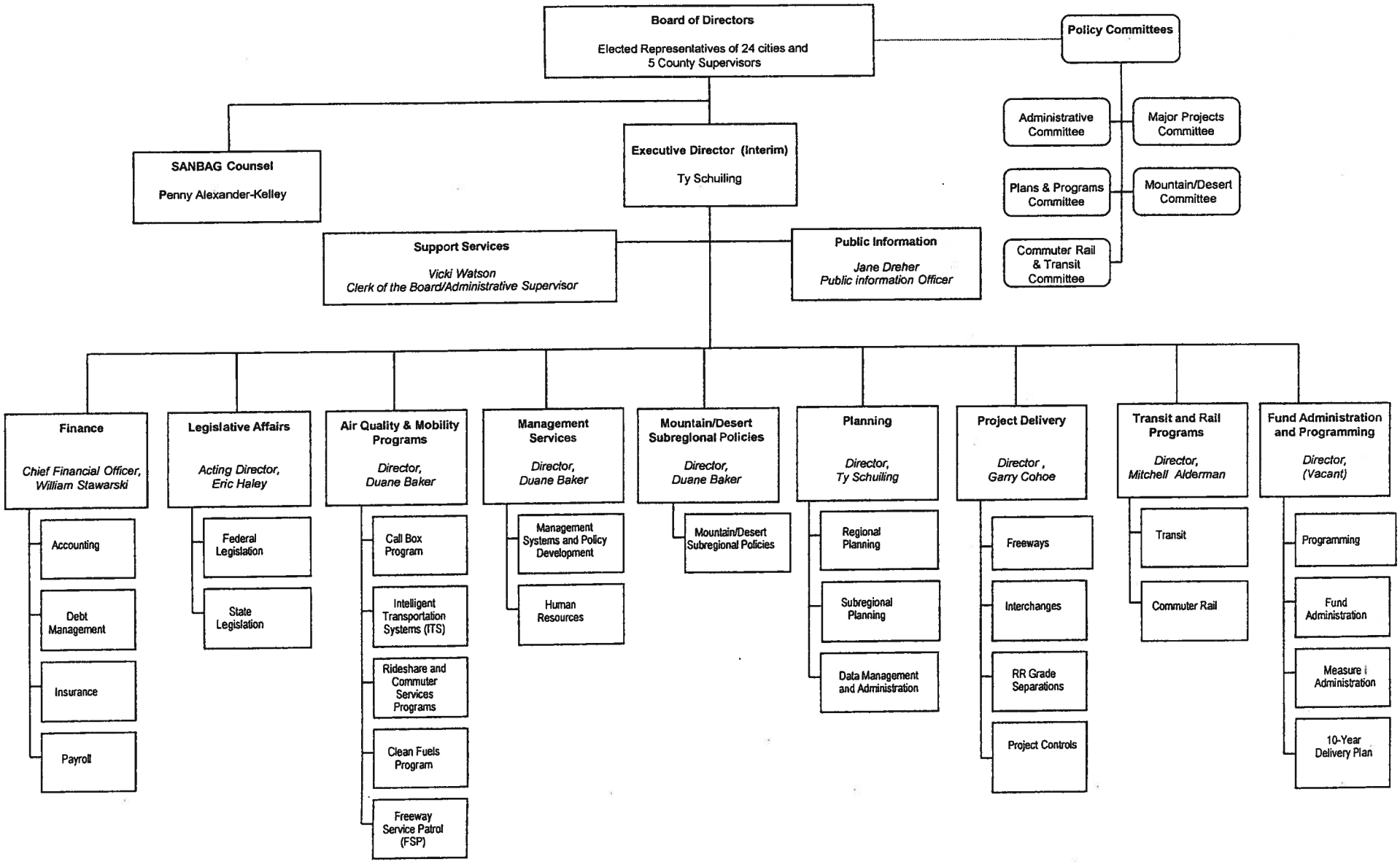
Financial Impact: Recruitment for the Director position would follow selection of a new Executive Director, and hiring would occur in Fiscal Year 2012-2013. In the interim the department would be headed by the current Programming/Project Controls Manager, formerly the Chief of Programming. For that reason, this item would have no impact on SANBAG's current Fiscal Year budget. It is estimated that the Fiscal Year 2012-2013 Budget would need to include $274,000 to provide for salary and benefits as well as furniture and equipment necessary to accommodate this new position.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on December 14, 2011.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1201a-ty
Attachment: BRD1201a1-ty

SANBAG Organization Chart



SANBAG Org Chart-Functional -Proposed 12/6/11

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: January 4, 2012

Subject: SANBAG 10-Year Delivery Plan

Recommendation:* 1. Adopt the Measure I 2010-2040 10-Year Delivery Plan (Separate Attachment).

2. Amend Policy 40006, Valley Major Street (VMS) Program Measure I Strategic Plan as specified in Attachment 2, revising the apportionments to the Rail-Highway Grade Separation sub-program and the Arterial sub-program.

Background: Development of the Measure I 2010-2040 10-Year Delivery Plan was a requirement of the Strategic Plan approved in 2009. The Plan, building off of the Ordinance and Strategic Plan, provides a baseline project delivery and funding plan that can be adjusted and refined as conditions change over time. The plan will also be utilized to guide SANBAG in strategizing financial options to maximize the delivery of capital projects over the next ten years, including decisions on issuance of bonds or other long-term debt.

The 10-Year Delivery Plan is being developed within the policy framework established by voter-approved Measure I Expenditure Plan and the Measure I 2010-2040 Strategic Plan. The Plan includes a list of projects with defined scope, schedule, cost and assumptions that can be funded with the projected revenue over the next ten years.

*

Approved
Board of Directors

Date:
Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1201a-wl
Attachments: BRD1201a1-wl; BRD1201a2-wl; and BRD1201a3-wl

The analysis to develop the 10-Year Plan began with obtaining a detailed definition of projects from the various Measure I programs that can be delivered within the first ten years of the Measure. The project costs, estimated in escalated dollars, were balanced against projected revenues. To obtain this balance, the project costs and revenue data were entered into EcoSys, a software tool that was customized to evaluate fund management scenarios in a web-based live environment. The analysis cycle continued until a reasonable balance was reached between project costs and available revenue, while applying ordinance and policy criteria. The last step was completing a bonding analysis to accelerate project delivery in the programs specified in the Strategic Plan. The process is depicted in Figures 4 and 5 on page 8 of the 10-Year Delivery Plan.

The 10-Year Delivery Plan analysis determined that many of the critical projects that will bring congestion relief and improved mobility and safety can be delivered in the first ten years of the Measure I 2010-2040. The listing of the capital projects included in the 10-Year Delivery Plan starts on page 10 of the Plan. The information provided for each project includes a project description, funding plan, schedule, and a list of risks/assumptions.

The draft results of the 10-Year Delivery Plan were presented to the City/County Manager Technical Advisory Committee on September 1, 2011, the Transportation Technical Advisory Committee (TTAC) on September 1, 2011 and October 3, 2011, the Major Projects Committee on September 15, 2011 and the Mountain/Desert Committee on September 16, 2011. At the direction of the Major Projects Committee and the Mountain/Desert Committee, a SANBAG Board workshop was held on October 5, 2011. The purpose of the workshop was to discuss outstanding issues related to the Plan and provide staff direction. Below are the issues discussed at the workshop and direction provided:

1. How to address the Valley Major Street Grade Separation subprogram Measure I funding shortage.

   Six on-going grade separation projects have received Proposition 1B Trade Corridor Improvement Fund (TCIF) grants. To receive the grants for those projects, SANBAG and the local jurisdiction entered Baseline Agreements with California Transportation Commission (CTC) and Caltrans to demonstrate their commitments to deliver these projects. Failure to initiate construction on these projects by December 31, 2013 will result in loss of the grant. To meet this commitment, bonding against the Measure I funds is required. The analysis determined that the projected Measure I revenue proportioned to the grade separation subprogram in Measure I policy (20

percent of Major Street Program funds) would not be adequate to service the bond payments. To address this shortfall, the following four options were discussed:

Option #1: Per Strategic Plan. This option distributes 80% to the Arterial subprogram and 20% to the Grade Separation subprogram after assignment of 40% of Major Street Program funds to Project Advancement Agreements (PAAs) until the PAAs are paid off.

Option #2: Increase Measure I contribution to the Grade Separation subprogram to a level adequate to service bond payments. This option requires 47% distribution share to the Arterial subprogram and 53% to the Grade Separation subprogram after assignment of 40% of Major Street Program funds to PAAs.

Option #3: Program Valley formula State Local Partnership Program (SLPP) funds and TCIF repayment funds from the I-10/Citrus Avenue Interchange project on the Grade Separation subprogram projects and increase Measure I contribution to the Grade Separation subprogram to a level adequate to service bond payments. This option requires a different percentage split between Arterial and Grade Separation subprograms for every ten year increment. The incremental adjustments will provide the revenue needed to service the Grade Separation bonds while minimizing the impact to the Arterial sub-program. For years 3 through 10, the percentage share between Arterial subprogram and Grade Separation subprogram would be 67%/33%. For the second 10 years, the percentage share would be 70%/30%. For the last 10 year, the share will would be 78%/22%. Similar to other options, allocations for Arterial and Grade Separation subprograms are taken after assignment of 40% of Major Street Program funds to PAAs.

Option #4: Program SLPP and TCIF repayment on the Grade Separation subprogram projects and increase the local agency contribution. With this option, 80% is distributed to the Arterial subprogram and 20% to Grade Separation subprogram after the 40% PAA allocation. This option requires the local jurisdictions to contribute $29M in additional funds.

Both Option #1 and Option #2 are not desirable. Although Option 1 keeps the percentage share as defined in the Strategic Plan, several grade separation

projects will need to be canceled, which will result in loss of expended funds and TCIF grants associated with these projects. Option #2 has the greatest impact to the Arterial subprogram. Option #4 maintains the 80% share to the Arterial subprogram but, four local agencies will need to contribute $29M more than their Nexus share for these regional projects and a greater share than what is included in the Baseline Agreement.

At the workshop, the Board directed staff to include Option #3 in the 10-Year Delivery Plan with the condition that that any increase in Measure I revenue or cost savings not required for completion of the six grade separations shall go to the Arterial subprogram until the Arterial subprogram reaches 80% of the revenue allocated to the Major Street Program. The revision in the split between the two sub-programs requires an amendment to Policy 40006, Valley Major Street Program Measure I Strategic Plan. Recommendation 2 is for the revision to this policy.

2. Also discussed at the Workshop was the distribution of Congestion Mitigation and Air Quality (CMAQ) funds between the Freeway Program and the Rail Program. The question raised was regarding the distribution of $21M of CMAQ funds. The SANBAG policy defines the priority for the distribution of CMAQ funds in the Valley. The priority is:

   a) Approved regional programs such as Freeway Service Patrol, Rideshare, and Valley wide signal synchronization.

   b) Transit capital projects

   c) Valley freeway HOV projects.

   Assigning the funds to the Rail Program would provide the flexibility to fund unforeseen transit needs, in particular, projected improvements to the Metrolink lines. Assigning the funds to the Freeway Program would allow for additional freeway improvements.

   After considering the pros and cons, the Board directed staff to assign the $21M of CMAQ funds to the Metrolink/Rail Program.

3. The last issue, projects to be included in the Mountain/Desert Major Local Highway program, was referred to the October Mountain/Desert Committee meeting. The Committee recommended and the Board approved a priority list of projects to be included in the Major Local Highway Program for each subarea. Projects in the Colorado River, Morongo Basin, and the Mountain

subareas do not have defined scope, cost, and schedule; therefore they are listed in the 10-Year Delivery Plan, but are not included in the data base. They will be included once they are defined.

Other items in the 10-Year Delivery Plan that need to be highlighted are:

1. The Valley Freeway Program includes a High Occupancy Vehicle (HOV) and a High Occupancy Toll (HOT) alternative for the I-10 and I-15 widening projects. An advanced traffic and revenue toll study for these two corridors is underway. The toll study will determine if HOT lanes are feasible and if they are, selection of HOT lane vs. HOV lane alternatives will be determined through comprehensive environmental processes that involve input from public and all stakeholders affected by these projects.

2. The Valley Freeway Program includes a project development effort for the I-10 Truck Climbing lane from Live Oak Road to the Riverside County line. After the delivery of the Devore Interchange project and the grade separation projects, SANBAG needs to put forward another goods movement project that can be a good candidate in competing for future funds associated with goods movement. Project readiness can be crucial in competing for funds at a nationwide level.

The 10-Year Delivery Plan document was presented and distributed to the TTAC members for their review and comments. The non-editorial comments and the response are included in Attachment 3.

The 10-Year Delivery Plan is a living document that will be revised as revenue and project information change, with updates presented to the Board as necessary. A formal update of the document will occur every two years.

To allow for the issuance of bonds in the spring of 2012, the 10-Year Delivery Plan needs to be approved in January 2012. One purpose of the bond revenue is to retire the 2009 Sales Tax Revenue Notes that come due in May. Approval of the attached 10-Year Delivery Plan is recommended. Also, approval of the amendment to Policy 40006, Valley Major Street Program Measure I Strategic Plan is recommended.

Financial Impact: This item has no financial impact; however, once adopted the 10-Year Delivery Plan will serve as the guide for funding of SANBAG programs, capital projects and issuance of bonds.

BRD1201a-wl
Attachments: BRD1201a1-wl; BRD1201a2-wl; and BRD1201a3-wl

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011, and the Mountain/Desert Committee on December 16, 2011.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1201a-wl
Attachments: BRD1201a1-wl; BRD1201a2-wl; and BRD1201a3-wl

San Bernardino Associated Governments	Policy	40006
Adopted by the Board of Directors April 1, 2009	Revised	12/15/11 ~~04/01/09~~
Valley Major Street (VMS) Program Measure I 2010-2040 Strategic Plan	Revision No.	1 ~~0~~

Table of Contents

| Purpose | References | Definitions | Policies for Valley Major Street Program – Creation of Sub-Programs | Policies for Valley Major Street Program – Rail-Highway Grade Separation Sub-Program | Policies for Valley Major Street Program – Arterial Sub-Program | Revision History |

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Major Street program for Measure I 2010-2040. The policy establishes the funding apportionment and allocation process, the process for establishing and monitoring equitable shares for individual jurisdictions, project eligibility, reimbursement mechanisms, limitations on eligible expenditures, and the role of SANBAG.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Project Needs Analysis – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent State fiscal year.

Equitable Share – The percentage of Measure I Arterial Sub-program funding guaranteed to each Valley jurisdiction over the life of Measure I 2010-2040. The percentage is the ratio of public share costs for each jurisdiction's list of arterial projects to total Valley arterial public share costs in the Development Mitigation Nexus Study approved by the SANBAG Board in November 2007.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Reserved Account – An account of Measure I dollars from the arterial portion of the Valley Major Street Program retained by SANBAG for each jurisdiction that can be accessed by a 1:1 match with development contributions. For each dollar of required development share pursuant to the Development Mitigation Nexus Study, one dollar is retained in the reserved account until matching funds are available.

Unreserved Account – An account representing a jurisdiction's equitable share of the arterial portion of the Valley Major Street funds minus the dollars in the reserved account. Jurisdictions may access the unreserved account with no development contribution match.

IV. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – CREATION OF SUB-PROGRAMS

Policy VMS-1: The Valley Major Street Program shall be divided into two sub-programs: 1) a Rail-Highway grade separation sub-program, and 2) an arterial sub-program.

Policy VMS-2: ~~The SANBAG Board may vary the apportionments to each of the sub-programs from year to year, but over the life of Measure I 2010-2040, the Rail-Highway grade separation subprogram shall receive 20% of Measure I funds available in the Major Street Program based on the public share of the project costs in the 2007 update of the Nexus Study.~~

The SANBAG Board may vary the apportionments to each of the sub-programs from year to year. In FY 10/11 and FY 11/12, the Rail-Highway grade separation subprogram shall receive 20% of Measure I funds available in the Major Street Program.

From FY 12/13 to FY 19/20, the Rail-Highway grade separation subprogram shall receive 33% of Measure I funds available in the Major Street Program. From FY 20/21 to FY 29/30, the Rail-Highway grade separation subprogram shall receive 30% of Measure I funds available in the Major Street Program. In FY 30/31 – FY39/40, the Rail-Highway grade separation subprogram shall receive 22% of Measure I funds available in the Major Street Program.

Adjustments shall be made for the time-value of money to ensure that both sub-programs receive their equitable share of Valley Major Street Program funds over the life of the Measure, regardless of when projects are constructed.

Policy VMS-3: If it is apparent ~~in future updates of the Strategic Plan~~ that fewer Measure I dollars are required for grade separations than the ~~20%~~ **percentage** allocation referenced above, all or a portion of the projected excess may be transferred to the arterial subprogram by action of the SANBAG Board of Directors.

V. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – RAIL-HIGHWAY GRADE SEPARATION SUB-PROGRAM

A. Rail-Highway Grade Separation Sub-program - Allocation of Measure I 2010-2040 Funding

Policy VMS-4: The SANBAG Board of Directors shall allocate funding to specific Valley Rail-Highway Grade Separation projects as nominated by local jurisdictions through their five-year Capital Project Needs Analysis. If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority pursuant to the grade separation prioritization table in the most recent version of the Development Mitigation Nexus Study. (Note: table to be provided in the Spring 2009 update of the Nexus Study.) Fund allocation shall anticipate the Measure I public share costs in subsequent years for a project so that the intent of Policy VMS-5 below can be achieved. Funding for initial phases of projects lower on the prioritized list may be deferred depending on the outcome of the annual cash flow analysis. Timely funding through construction of projects that have already received initial allocations shall receive highest priority, even if the nominations are less than available funding for any given year.

Policy VMS-5: Allocations to a Valley rail-highway grade separation project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Rail-Highway Grade Separation Sub-program - Cost Reimbursement

Policy VMS-6: The Valley Rail-Highway Grade Separation Sub-program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Funding Agreement.

Policy VMS-7: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-25.

- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Rail-Highway Grade Separation Sub-program – Local Jurisdiction Invoices

Policy VMS-8: Local jurisdictions shall submit invoices to SANBAG for actual expenditures incurred for components of a grade separation project as identified in the scope of work included in the Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VMS-9: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor.

Policy VMS-10: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Rail-Highway Grade Separation Sub-program - Local Jurisdiction Reimbursement Schedule

Policy VMS-11: SANBAG shall reimburse the local jurisdiction for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package as described in Policy VMS-9.

E. Rail-Highway Grade Separation Sub-program Eligible Projects

Policy VMS-12: Valley rail-highway grade separation projects included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only projects eligible to be funded by the Valley Rail-Highway Grade Separation Sub-program.

Policy VMS-13: No new project shall be added to the Valley Rail-Highway Grade Separation Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another grade separation project of comparable cost or increasing the fair share collection so as to avoid a net increase in public share cost, as adjusted for inflation.

F. Rail-Highway Grade Separation Sub-program - Prioritization

Policy VMS-14: Valley Rail-Highway Grade Separation Sub-program funding, if available, shall be allocated to projects nominated by local jurisdiction sponsors and in accordance with the prioritization list included in the most recent version of the Development Mitigation Nexus Study. (Note: table to be provided in the Spring 2009 update of the Nexus Study.) . Nominations by sponsoring agencies occur through inclusion of the candidate project in the sponsor's five-year CPNA for the year of the requested allocation.

Policy VMS-15: The Valley Rail-Highway Grade Separation Sub-program prioritization list shall be updated every two years, in conjuction with updates of the Nexus Study.

Policy VMS-16: A local jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work of a project or project phase and a commitment to provide the development share of the funding through all the phases of the project. The Funding Agreement shall be executed by the local jurisdiction and SANBAG prior to the expenditure of funding on any phase of the project. Local jurisdictions shall not be reimbursed for any costs incurred prior to the execution of the Funding Agreement.

Policy VMS-17: Local jurisdictions that desire to deliver a Valley Rail-Highway Grade Separation Sub-program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advanced Expenditure process outlined in Policy 40002.

G. Rail-Highway Grade Separation Sub-program - Development Mitigation Fair Share Loans and Loan Repayment

Policy VMS-18: On an exception basis, project sponsors may request loans from SANBAG for the development share to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors. Approved loans of Measure I to cover a development mitigation fair share requirement shall be subject to the following terms to avoid disadvantage to other jurisdictions:

- Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).
- The repayment term shall be based on a fixed-term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.
- Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Street and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.

Policy VMS-19: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

H. Rail-Highway Grade Separation Sub-program - Development Mitigation Fair Share Credit Agreements

Policy VMS-20: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements shall be strictly between the local jurisdiction and the developer. Jurisdictions are advised to provide for SANBAG review of credit agreements or other arrangement to ensure they are structured in a way that will adequately document private share costs for which the jurisdiction desires credit.

Policy VMS-21: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VMS-22: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VMS-23: Reimbursement shall occur for only the public share of the Nexus Study project costs.

I. Rail-Highway Grade Separation Sub-program - Eligible Expenditures

Policy VMS-24: Eligible Valley Rail-Highway Grade Separation Sub-program expenditures shall include the costs for project phases of any Valley grade separation project included in the SANBAG Nexus Study and as specifically documented in the Funding Agreement.

Policy VMS-25: The following costs are ineligible for reimbursement from the Valley Rail-Highway Grade Separation Sub-program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs

- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:

  1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or

  2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.

- Additional project scope not included in the Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

J. Rail-Highway Grade Separation Sub-program - Construction Cost Overruns
Policy VMS-26: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

K. SANBAG Project Management for Rail-Highway Grade Separation Sub-program Projects
Policy VMS-27: Management of projects in the Rail-Highway Grade Separation Sub-program projects shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Rail-Highway Grade Separation project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.

The existence of any of the above conditions shall not obligate SANBAG to manage the project.

Policy VMS-28: For projects subject to SANBAG project management pursuant to Policy VMS-27, project management costs shall be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VMS-29: Local jurisdictions may request that SANBAG manage grade separation projects for which SANBAG does not opt to assume project management responsibilities under Policy VMS-27. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the grade separation project
- SANBAG determines that it has available staff or consultant resources to manage the project
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VMS-30: For projects subject to SANBAG project management pursuant to Policy VMS-27, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG.

VI. POLICIES FOR THE VALLEY MAJOR STREET PROGRAM – ARTERIAL SUB-PROGRAM

A. Arterial Sub-program - Allocation of Measure I 2010-2040 Funding

Policy VMS-31: An equitable share percentage of Arterial Sub-program funds shall be guaranteed to each jurisdiction over the 30-year life of the Measure, subject to the qualifications stated in the policies below. The equitable share percentages shall be based on the Development Mitigation Nexus Study update approved by the SANBAG Board in November 2007 and provided for reference in Part 1 of the Strategic Plan, Section IV.B.6.

Policy VMS-32: The SANBAG Board shall apportion Measure I dollars to the Arterial Sub-program and to Valley jurisdictions, based on the equitable share percentages for arterial projects in Table IV-4 in Part 1 of the Strategic Plan. SANBAG staff shall maintain a cumulative accounting of jurisdiction apportionments, adding new apportionments to jurisdictions' accounts each year. Measure I funds shall be retained by SANBAG until reimbursed to jurisdictions based on invoices received.

Policy VMS-33: Equitable shares may be adjusted based on annexation of unincorporated areas into a city. SANBAG shall recalculate the equitable shares based on the redistribution of growth between the base year (2004) and the forecast year (2030). The adjustment shall be approved by the SANBAG Board and included in an amendment to the Development Mitigation Nexus Study.

Policy VMS-34: Each annual apportionment of Measure I dollars to a jurisdiction shall be split into reserved and unreserved portions. The reserved portion shall equal the development fair share percentage of the apportioned amount.

Policy VMS-35: SANBAG shall make time-value of money adjustments to ensure that each jurisdiction receives its equitable share of Measure I arterial subprogram funding, regardless of whether it delivers its projects early or later in the 2010-2040 period. The adjustments shall be made in accordance with Policy 40001.

Policy VMS-36: Borrowing may be authorized by the SANBAG Board from the unused portion of jurisdiction accounts to deliver projects in other Valley programs or to reimburse another jurisdiction for early delivery of Major Street Program projects.

- Borrowing to fund projects in another jurisdiction shall be limited such that no jurisdiction gets more than five years ahead of its projected equitable share.
- This cap shall be reduced in the last 10 years of Measure I 2010-2040 to ensure that equitable shares are achieved by 2040.
- SANBAG shall be responsible for ensuring that the borrowing of apportionments does not jeopardize the timely reimbursement of expenditures for any of the Valley jurisdictions that have sufficient apportionments to fund their projects.

B. Arterial Sub-program – Jurisdiction Master Agreement

Policy VMS-37: A Jurisdiction Master Agreement shall be executed between SANBAG and each local jurisdiction in the Valley documenting the procedures to be employed in implementing the Valley Arterial Sub-program. The agreement shall also include information such as project eligibility criteria, apportionment process, equitable share percentages, invoicing procedures, reimbursement commitments, and rights of SANBAG to audit local jurisdiction transactions and accounts associated with the expenditure of Arterial Sub-program funds and development mitigation accounts.

Policy VMS-38: The Jurisdiction Master Agreement shall reference the table of local jurisdiction cumulative apportionments to be approved by the SANBAG Board in approximately January of each year.

C. Arterial Sub-program - Cost Reimbursement

Policy VMS-39: Jurisdictions may access Measure I revenue available in both the reserved and unreserved portions of their account by submitting project expenditure invoices to SANBAG, subject to the Jurisdiction Master Agreement and to the additional policies stated below.

Policy VMS-40: The reserved portion of a jurisdiction's account may be accessed (i.e. reimbursed to a jurisdiction) on a 1:1 basis as development dollars are expended on projects, up to the cumulative

apportionment in jurisdiction accounts. Thus, the entire reserved portion of the account may be accessed if an equivalent expenditure occurs from development contributions.

Policy VMS-41: The unreserved portion may be accessed without a development mitigation requirement, up to the current apportionment limit, by submitting invoices for actual project expenditures to SANBAG

Policy VMS-42: SANBAG shall maintain ongoing documentation of cumulative apportionments for reserved and unreserved accounts for each jurisdiction, expenditures that have drawn down those accounts, and current account balances. The information shall be reported annually to the appropriate policy and technical committees and shall be available to jurisdictions on a request basis.

Policy VMS-43: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of $500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-50.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of $5,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

Policy VMS-44: The advance expenditure process referenced in Policy 40002 allows jurisdictions to expend funds in excess of their cumulative apportionment, with delayed reimbursement. The public share of advance expenditures shall be reimbursed when future apportionments are authorized. Access to unreserved and reserved accounts shall be tracked separately.

D. Arterial Sub-program – Local Jurisdiction Reimbursement

Policy VMS-45: Local jurisdictions may submit invoices to SANBAG for actual expenditures incurred for components of any arterial project listed within the first two years of their current CPNA. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VMS-46: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant, which shall include unit costs, quantities, labor rates, and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant.

Policy VMS-47: Local jurisdictions shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

Policy VMS-48: SANBAG shall reimburse local jurisdictions for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the expenditures.

E. Arterial Sub-program - Eligible Expenditures

Policy VMS-49: Eligible Arterial Sub-program expenditures shall include the costs for project phases of any Valley arterial project included in the SANBAG Nexus Study.

Policy VMS-50: The following costs are ineligible for reimbursement from the Arterial Sub-program:

- Additional environmental or architectural enhancement not required as part of the mitigation established in the environmental document(s) prepared for a project.

- Project oversight costs in excess of 2% of the cumulative invoice amount, with the exception of construction support costs. Project oversight costs for in-house or consultant staff must be included in the Nexus Study project costs and be supported by the necessary documentation in the invoice package.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. . SANBAG will either:
    1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times times the percentage of the acreage actually required for the project, or
    2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

Policy VMS- 51: SANBAG shall not reimburse a jurisdiction for expenditures on projects that are not listed in the Nexus Study or the local jurisdiction development impact fee plan.

Policy VMS-52: SANBAG shall reimburse jurisdictions for the public share of eligible project expenses, including reimbursement requested for costs in excess of prior cost estimates, up to the jurisdiction's current apportionment limit. All expenditures, including any overrun amounts shall be included as part of the equitable share calculation for the responsible jurisdiction.

F. Arterial Sub-program - Development Mitigation Fair Share Loans and Loan Repayment
Policy VMS-53: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

Policy VMS-54: Loans for development shares shall not be available from SANBAG for projects in the Arterial Sub-program.

G. Arterial Sub-program - Development Mitigation Fair Share Credit Agreements
Policy VMS-55: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements shall be strictly between the local jurisdiction and the developer.

Policy VMS-56: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VMS-57: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VMS-58: Reimbursement shall occur for only the public share of the Nexus Study project costs.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	**Par. IV: Revisions to Policy VMS-2 and Policy VMS-3.**	

Attachment 3 - Agency comments on Final Draft 10 year Delivery Plan				
Agency	Date Received	Comment	Section Referenced	Response
San Bernardino County	12/07/2011	1. Pg 3, 1.2 Strategic Plan, San Bernardino Valley Freeway Interchange Program States that Program appears adequately funded. Is this true given the most recent revenue projections and how is the local share being addressed? Does this only apply to the period addressed by the 10 year delivery plan?	Section 1.2	Section 1.2 is a summary of the Strategic Plan findings. The 10-Year Delivery Plan financial anlysis did review the adequacy of revenue to fund all the listed interchanges over the life of the Measure. The 10-Year Delivery Plan built on the fundings of the Strategic Plan. The Measure revenue included in the 10-Year Delivery Plan is the latest Board approved.
San Bernardino County	12/07/2011	3. Pg 16, 4.2.3, 1 I-215 Bi-County (Gap Closure), Risks/Assumptions, 3rd bullet Is this assumption realistic? Aren't condemnation proceedings possible, if not likely for any project this size and scope?	Section 4.2.3	If condemnation is required to obtain a parcel, the construction staging will be planned to work around the parcel until the parcel is acquired.
San Bernardino County	12/07/2011	6. Pg 39, Table 39, Item 6, Ranchero Road Corridor, the total cost for the corridor is $22.8 million. Additionally, this corridor should be considered for additional funding made available through the savings on the I-15/La Mesa Nisqualli project.	Section 5.2.2	Corrected corridor cost as $22.8 million. The revised funding plan for the I-15/La Mesa Nisqualli project is still in progress. Once the plan is complete, along with the detail cost estimate for each phase of the Ranchero Road corridor project, the funding plan for the corridor will be updated. Agency contribution shares will be adjusted accordantly. However, staff anticipate minimum impact to the 10-Year Delivery Plan financial model for such adjustment. SANBAG will use the most recent project funding plan at the time of bond issuance to calculate the actual bonding needs.
San Bernardino County	12/07/2011	7. Page 42, Item 4, The funding plan for Yucca Loma Corridor is missing. Additionally, this corridor should be considered for additional funding made available through the savings on the I-15/La Mesa Nisqualli project.	Section 5.2.3	Funding plan for the Yucca Loma corridor is included. See response above regarding the funding plan for the Yucca Loma Corridor.
San Bernardino County	12/07/2011	8. Pg 43, 6 Ranchero Road Corridor, 1st bullet. The cost estimate was provided by both the County of San Bernardino and City of Hesperia. The total cost, including widening of the aqueduct bridge in Hesperia, is estimated at $22.8 million. Also, wasn't the possibility of additional SANBAG funds being examined to fully fund the project?	Section 5.2.3	Cost revised per comments. SANBAG's funding commiment is set by the share percentage established in the Nexus Study. However, SANBAG will continue to seek ways to maximize funding opportunity to delivery regional projects.
San Bernardino County	12/07/2011	10. In general, where applicable, do the funding plans need to note that the projects are dependent upon the availability of local funds?	General	Concur with statement. However, such understanding applies for both local funds and public funds.
San Bernardino County	12/07/2011	Does the I-10/HOT cost include interchanges that needed to be reconstructed as part of the I-10 HOT lane project?	General	Yes, interchange costs are included as part of the I-10 HOT project cost. Per Strategic Plan, Nexus Study share will still apply to those interchanges. Eligible work for cost share will be discussed in the future if I-10 HOT lane will be constructed.

Attachment 3 - Agency comments on Final Draft 10 year Delivery Plan				
Yucaipa	12/07/2011	Add "begin development of the westbound lane addition from Riverside County Line to Live Oak Canyon Road."	Sections 4.2.1 & 4.2.2	With the current revenue level, it is likely that SANBAG can ONLY proceed with EB I-10 lane truck climbing lane project in the first 10-Year. During future 10-Year update, SANBAG will include I-10 WB project if additional revenues are available to deliver this project in the first 10-Year.
Fontana	12/06/2011	It is Fontana's opinion that SANBAG should bond for the cost of the interchanges in order to expedite the construction of this very essential infrastructure.		The 10 - Year Delivery Plan was developed based on the implentation frame work set by the strategic plan. interchange program is structured as "pay-as-you-go" program where PAA and AE programs are available. Such policy has been adopted by the Board.
Fontana	12/06/2011	Fontana is also of the opinion that SANBAG should bond for the repayment of Project Advancement Agreements. The repayment will allow the jurisdictions the opportunity to move forward with the construction of additional projects.		10-Year Delivery Plan was developed based on the implementation frame work set by the strategic plan. SANBAG committed to pay PAA payment as outlined in the strategic plan on annual basis, not utilizing bonding. Bonding to pay for PAA will result in additional debt which leaves less revenue for funding new projects.
Colton	12/07/2011	We are just wondering why Colton contribution for Laurel GS became $5.703M for project amount of $53.162 M. On the MOU, Colton contribution is identified as $5.40M for project estimated amount of $54.819M.		During the 10-Year Plan development, staff updated project cost and applied cost escalation factor. As project proceed into the next phase, cost update will be needed. Cost adjustment might trigger MOU amendment, however, such amendment will be initillzed by PDT and serves as more accurate programming document for the project. 10-Year Plan is a programming level document, not intent to replace project level funding commitment.
Victorville	12/07/2011	Comments regarding the funding plans for the Yucca Loma Corridor and Ranchero Rd Corridor		Included funding plan for both Yucca Loma Corridor and Ranchero Rd Corridor. Funding breakdown among the cities will need to be updated per latest cost estimate. 10-Year Plan focused on SANBAG's public share contribution so that program level financial seneria can be presented.
Victorville	12/07/2011	Comments regarding reducing $55M bonding in Victor Valley Subarea		Measure I Bonding for Victor Valley Subarea are committed to deliver seven projects listed on page 40 of the Plan. The exact needs for bonding will be updated based on the latest project information received at time of bonding issuance. The $55M bonding has been reduced to $35M based on the update.

Attachment 3 - Agency comments on Final Draft 10 year Delivery Plan				
Victorville	12/07/2011	From the October 12, 2011 memorandum the Plan shows funding changes for the US-395 Interim Widening project. The estimate increased from $46 M to $50 M. The proposed Measure I amount increased from $13M to $21 M. This 21 M would be a larger share (about $38%) of the proposed $54 M from bonding.		Caltrans completed PAED for the project.Funding plan updated per the October 12 Plan. Project cost will be udpated once PSE work starts.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **10**

Date: January 4, 2012

Subject: State Route 210 (SR-210) Segment 8 Landscaping

Recommendation:* Approve a Budget Amendment for Task No. 82412000, SR-210 Construction to replace $2,100,000 in Federal Transportation Enhancement Activities (TEA) funds with an equal amount of State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds, for a zero sum change to the 2011/2012 Fiscal Year budget.

Background: In March 2011, SANBAG approved Contract No. C11105 with Pacific Restoration Group, Inc. for construction of SR-210 Segment 8 Landscaping improvements. At that time, $2,100,000 in Transportation Enhancement Activities funding was encumbered on Contract C11105 in the 2010/2011 Fiscal Year Budget. There were no expenditures on the contract prior to June 30, 2011, so the encumbered funds were "rolled over" into the 2011/2012 Fiscal Year Budget by SANBAG on December 2, 2011.

At the time the funds were encumbered on Contract No. C11105, staff was not aware that Caltrans is the recipient of Federal TEA funds for all projects on the State Highway system, despite the fact that SANBAG programmed these funds and is responsible for administering the construction contract for the SR-210 Segment 8 Landscaping project. From an accounting standpoint, the TEA funds pass through Caltrans books as the recipient of the Federal funds, and SANBAG invoices Caltrans for reimbursement of project eligible expenditures. From SANBAG's accounting perspective, the funds it receives as reimbursements

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1201a-sn

through Caltrans are treated as State STIP/RIP funds. The distinction is important to avoid double reporting of Federal funding receipts by Caltrans and SANBAG, therefore, staff recommends changing the name of the TEA funds to STIP/RIP funds in the approved 2011/2012 Fiscal Year budget. This funding name change is for accounting purposes only and has no impact on the funds SANBAG programmed for the SR-210 landscaping projects. No new funding source is created or required for this action.

It is recommended to revise the 2011/2012 Fiscal Year budget for Task 82412000, State Route 210 Construction, to replace $2,100,000 in Federal Transportation Enhancement Activities (TEA) funds with an equal amount of State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds. The total budget for the overall task and subtask remain unchanged.

Financial Impact: This item is not consistent with the 2011/2012 Fiscal Year budget and a Budget Amendment is included to replace $2,100,000 in Transportation Enhancement Activities funds with an equal amount of State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for Task No. 82412000, SR-210 Construction, allocated to Subtask 824H1105.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Policy Committee on December 15, 2011.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1201a-sn

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: January 4, 2012

Subject: Interstate 215 (I-215) North Landscaping Cooperative Agreement

Recommendation:* 1. Approve Cooperative Agreement No. C12177 with Caltrans for the landscaping of the Interstate 215 (I-215) corridor through the City of San Bernardino for the preconstruction phases of this project. The agreement describes the roles and responsibilities of each party, commits up to $2,090,000 in Measure I Valley Freeway funds.

2. Approve a termination date of December 31, 2015 for Agreement No. C12177 which exceeds the Board approved maximum term of three years for standard contracts but is required in this agreement in order to complete all activities.

Background: **This is a new cooperative agreement.** The remaining segments of the I-215 north corridor through the City of San Bernardino are currently under construction with completion scheduled for 2013. To dovetail the end of construction with the beginning of the landscaping of the corridor, staff is recommending the commencement of the environment, design, and right of way phases of the landscaping project. The initiation of this process begins with this Cooperative Agreement which allows for preconstruction work. This preconstruction work includes the preparation of the preliminary and final design, obtaining any needed environmental and right of way clearances, and preparing final construction bid packages for the corridor segments such that landscaping work could begin shortly after completion of the corridor construction.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1201g-ds.docx
Attachment: C12177

Recommendation 1: This Cooperative Agreement defines roles and responsibilities and specifies that Caltrans will be the lead agency for performing the preconstruction work and SANBAG will be the funding agency. The total anticipated cost for the preconstruction work is $2,090,000, which will be funded by Measure I Valley Freeway funds. The current estimated capital cost for landscaping the corridor on I-215 from Orange Show Road to the SR 210 interchange is $10.5 million. As the design progresses, the capital cost estimate may be adjusted. Completion of this preconstruction work is anticipated by the end of calendar year 2013 or early 2014. Staff recommends approval of Cooperative Agreement No. C12177.

Recommendation 2: The duration of this agreement will extend through the end of 2015, a contract period in excess of 4 years. SANBAG Policy 11000, part V.F. states: "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years." In this case, the extended duration is required to accomplish all of the necessary tasks including the project approval and environmental clearance of all segments, the preparation of plans, specifications and estimates for all segments, acquisition of any final right of way and permits for construction of the project, and preparation of final bid packages for construction for all segments.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget utilizing Measure I Valley Freeway funding. TN 83812000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

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Attachment: C12177

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CONTRACT SUMMARY SHEET

Contract No. C 12177 Amendment No. _____

By and Between

Caltrans and San Bernardino County Transportation Authority

Contract Description I-215 North Landscaping Cooperative Agreement for PA/ED, PS&E, and R/W

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: Approve funding and roles and responsibilities between SANBAG and Caltrans

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	2,090,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,090,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,090,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
1/4/12	12/31/15	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 838.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

This contract covers the federal funds reimbursement from Caltrans

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 12/7/11

Task Manager Signature — Date 12/7/11

Project Manager Signature — Date 12/2/11

Chief Financial Officer Signature — Date 12/7/11

Contracts Manager Signature — Date

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity referred to as SANBAG.

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

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to do the Project Approval and Environmental Document, Plans, Specifications and Estimates and Right of Way for Highway Planting on Interstate 215 (I-215), segments 1, 2, 3, and 5, in the City of San Bernardino from 0.24 miles South of Orange Show Road Over Crossing to 0.05 miles South of I-215/State Route 210 (SR-210) Junction.

   For the purpose of this agreement, Highway Planting on I-215, segments 1, 2, 3, and 5, in the City of San Bernardino from 0.24 miles South of Orange Show Road Over Crossing to 0.05 miles South of I-215/I-210 Junction will be referred to as PROJECT. All responsibilities assigned in this agreement to do the Project Approval and Environmental Document, Plans, Specifications and Estimates and Right of Way will be referred to as OBLIGATIONS.

   This is a highway planting project. All work will be performed within the existing SHS right of way. Utility clearance has been performed under the parent projects under EA 0071V, 00717, 00719 and 4440U. District Right of Way will review Parent Projects' Right of Way Certs and re-evaluate the situation when issuing the Right of Way Certification for this project.

3. There are no prior PROJECT-related cooperative agreements.

4. No PROJECT deliverables have been completed prior to this agreement.

5. The estimated date for OBLIGATION COMPLETION is December 31, 2015.

6. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

7. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

8. SANBAG is SPONSOR for 100% of PROJECT.

9. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

10. SANBAG may provide IQA for the portions of WORK outside existing and proposed SHS right of way.

11. SANBAG is the only FUNDING PARTNER for this agreement. SANBAG's funding commitment is defined in the FUNDING SUMMARY.

12. CALTRANS is the CEQA lead agency for PROJECT.

13. CALTRANS is the NEPA lead agency for PROJECT.

14. CALTRANS is IMPLEMENTING AGENCY for PA&ED, PS&E and R/W.

SCOPE

Scope: General

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.

17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

18. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary, licensed to perform the tasks assigned to them.

19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.

20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.

21. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.

22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

    Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

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

24. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

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

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

26. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

28. If HM-1 is found outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.

32. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with only a final report for OBLIGATIONS completed in that component.

33. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

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

34. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.

35. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

36. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

37. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215

Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: • Code of Federal Regulations:		http://www.whitehouse.gov/omb/grants_circulars http://www.gpoaccess.gov/CFR

38. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.

39. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

40. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

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

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

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

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

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

41. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual.*

42. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

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

43. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

44. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

45. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Environmental Permits, Approvals and Agreements

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

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
401 RWQCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS
NPDES SWRCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS

Scope: Project Approval and Environmental Document (PA&ED)

47. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.

48. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.

49. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.

50. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the Standard Environmental Reference (SER) and the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.

51. CALTRANS will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.

52. CALTRANS will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.

53. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.

54. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

55. CALTRANS will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.

56. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

57. The CEQA lead agency will attend all CEQA-related public meetings.

58. CALTRANS will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.

59. The NEPA lead agency will attend all NEPA-related public meetings.

60. CALTRANS will plan, schedule, prepare materials for, and host all NEPA-related public meetings.

61. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

    That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

62. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

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

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

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

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

64. CALTRANS will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. Information on existing underground utility facilities, from previous As-Built Plans, will be provided as part of Bid Documents under "Hand-Outs" and is subject to approval by HQ Design Exception.

65. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

66. CALTRANS will provide a Right of Way Certificate prior to PROJECT advertisement.

67. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.

68. The California Transportation Commission will hear Resolutions of Necessity.

COST

Cost: General

69. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.

70. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

71. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

72. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

73. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.

74. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.

75. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.

76. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

77. Independent of OBLIGATIONS COST, SANBAG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

78. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

79. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.

80. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

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

81. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.

82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

84. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

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

85. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

86. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: Project Approval and Environmental Document (PA&ED)

87. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is an OBLIGATIONS COST.

88. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.

89. Each PARTNER listed below may submit invoices for PA&ED:
- CALTRANS may invoice SANBAG

90. PARTNERS will exchange funds for a fixed cost to be invoiced as a lump sum (single payment).

CALTRANS will invoice SANBAG for a lump sum (single payment) of $140,000 upon execution of this agreement.

Cost: Plans, Specifications, and Estimate (PS&E) and Right of Way (R/W) Support

Each PARTNER listed below may submit invoices for PS&E and R/W support:
- CALTRANS may invoice SANBAG

CALTRANS will invoice SANBAG quarterly based on actual expenditures incurred. The total PS&E and R/W support cost is estimated to be $2,300,000 as shown on the Funding Summary.

SCHEDULE

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

GENERAL CONDITIONS

92. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

93. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

94. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.

95. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

    It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

96. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this agreement.

    It is understood and agreed that SANBAG will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG and/or its agents under this agreement.

97. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

98. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

99. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

100. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

101. 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.

102. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

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

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

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

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

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

105. If any provisions in this agreement are deemed 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 PARTNERS will automatically sever those provisions from this agreement.

106. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

107. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.

108. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

109. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

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

110. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

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

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.

- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST**– A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

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

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

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

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

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

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

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT.

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to Highway Planting on Interstate 215 (I-215), segments 1, 2, 3, and 5, in the City of San Bernardino from 0.24 miles South of Orange Show Road Over Crossing to 0.05 miles South of I-215/I-210 Junction.

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

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

PROJECT COST – See COST.

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

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

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

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

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

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

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

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

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

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Jane Tien, Project Manager
464 West 4th Street, 6 Floor (MS 1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-4149
Email: jane.tien@dot.ca.gov

The primary agreement contact person for SANBAG is:
Dennis Saylor, Project Manager
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410-1715
Office Phone: (909) 884-8276
Email: dsaylor@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:_____
Raymond W. Wolfe, PhD
District Director

Date:_____

CERTIFIED AS TO FUNDS:

By:_____
Lisa Pacheco
Budget Manager

Date:_____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

ATTEST

By:_____
Vicki Watson
Clerk of the Board

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Penny Alexander Kelley
SANBAG Counsel

Date: 12/15/11

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contracts Manager

Date:_____

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SANBAG	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X		
		05			Updated Project information	X		
		10			Engineering Studies	X		
		15			Draft Project Report	X		
		20			Engineering and Land Net Surveys			X
			25		Existing Records			X
			30		Land Net Surveys			X
			35		Land Net Map			X
			40		Right of Way Engineering Products			X
			50		Control Surveys			X
			55		Photogrammetric Maps and Products			X
			60		Engineering Surveys			X
			65		As-Built Centerline Surveys			X
			70		Pavement Surveys			X
		30			Environmental Study Request (ESR)			X
			05		Maps for ESR			X
			10		Surveys and Mapping for Environmental Studies			X
			15		Property Access Rights for Environmental/Engineering Studies			X
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies	X		
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X		
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X		
		10			General Environmental Studies	X		
			15		Community Impact Analysis, Land Use, and Growth Studies			X
			20		Visual Impact Assessment and Scenic Resource Evaluation			X
			25		Noise Study			X
			30		Air Quality Study			X
			35		Water Quality Studies			X
			40		Energy Studies			X
			45		Summary of Geotechnical Report			X
			55		Draft Right of Way Relocation Impact Document			X

			60		Location Hydraulic and Floodplain Study Report			X
			65		Paleontology Study			X
			70		Wild and Scenic Rivers Coordination			X
			75		Environmental Commitments Record			X
			80		Hazardous Waste Initial Site Assessments/Investigations			X
			85		Hazardous Waste Preliminary Site Investigations			X
			99		Other Environmental Studies			X
		15			Biological Studies	X		
			05		Biological Assessment			X
			10		Wetlands Study			X
			15		Resource Agency Permit Related Coordination			X
			20		Natural Environment Study Report			X
			99		Other Biological Studies			X
		20			Cultural Resource Studies	X		
			05		Archaeological Survey			X
				05	Area of Potential Effects/Study Area Maps			X
				10	Native American Consultation			X
				15	Records and Literature Search			X
				20	Field Survey			X
				25	Archaeological Survey Report			X
				99	Other Archaeological Survey Products			X
			10		Extended Phase I Archaeological Studies			X
				05	Native American Consultation			X
				10	Extended Phase I Proposal			X
				15	Extended Phase I Field Investigation			X
				20	Extended Phase I Materials Analysis			X
				25	Extended Phase I Report			X
				99	Other Phase I Archaeological Study Products			X
			15		Phase II Archaeological Studies			X
				05	Native American Consultation			X
				10	Phase II Proposal			X
				15	Phase II Field Investigation			X
				20	Phase II Materials Analysis			X
				25	Phase II Report			X
				99	Other Phase II Archaeological Study Products			X
			20		Historical and Architectural Resource Studies			X
				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture			X
				10	Historic Resources Evaluation Report - Archaeology			X
				15	Historic Resource Evaluation Report - Architecture (HRER)			X
				20	Bridge Evaluation			X
				99	Other Historical and Architectural Resource Study Products			X
			25		Cultural Resource Compliance Consultation Documents			X
				05	Final Area of Potential Effects/Study Area Maps			X
				10	PRC 5024.5 Consultation			X
				15	Historic Property Survey Report/Historic Resources Compliance Report			X
				20	Finding of Effect			X

				25	Archaeological Data Recovery Plan/Treatment Plan			X
				30	Memorandum of Agreement			X
				99	Other Cultural Resources Compliance Consultation Products			X
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X		
			10		Section 4(F) Evaluation			X
			20		Environmental Quality Control and Other Reviews			X
			25		Approval to Circulate Resolution			X
			30		Environmental Coordination			X
			99		Other Draft Environmental Document Products			X
		30			NEPA Delegation			X
2	170				Permits, Agreements, and Route Adoptions during PA&ED component			X
		05			Required permits	X		
		15			Railroad Agreements			X
			05		Plan Approval			X
			10		Special Provisions and Insurance Clauses			X
			15		Service Contract for Railroad Services			X
			20		Construction and Maintenance Agreement			X
			25		PUC Exhibits and Application			X
			99		Other Railroad Agreement Products			X
		20			Freeway Agreements			X
			05		Draft Freeway Agreement			X
			10		Draft Freeway Agreement Review			X
			15		Final Freeway Agreement			X
			20		Executed Freeway Agreement			X
			99		Other Freeway Agreement Products			X
		25			Agreement for Material Sites			X
		30			Executed Maintenance Agreement	X		
		40			Route Adoptions			X
			05		Route Adoption Map			X
			10		New Connection Request and Route Adoption CTC Submittal			X
			15		Route Adoption and Public Road Connection Placed on CTC Agenda			X
			99		Other Route Adoption Products			X
		45			MOU From Tribal Employment Rights Office (TERO)			X
		55			NEPA Delegation	X		
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification			X
		05			DED Circulation			X
		10			Public Hearing			X
		15			Public Comment Responses and Correspondence			X
		20			Project Preferred Alternative			X
		25			NEPA Delegation			X
2	180				Prepare and Approve Project Report and Final Environmental Document	X		
		05			Final Project Report	X		
		10			Final Environmental Document	X		
			05		Approved Final Environmental Document	X		
				05	Draft Final Environmental Document Review	X		

				10	Revised Draft Final Environmental Document	X		
				15	Section 4(F) Evaluation	X		
				20	Findings	X		
				25	Statement of Overriding Considerations	X		
				30	CEQA Certification	X		
				40	Section 106 Consultation and MOA	X		
				45	Section 7 Consultation	X		
				50	Final Section 4(F) Statement	X		
				55	Floodplain Only Practicable Alternative Finding	X		
				60	Wetlands Only Practicable Alternative Finding	X		
				65	Section 404 Compliance	X		
				70	Mitigation Measures	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments	X		
			15		Final Right of Way Relocation Impact Document			X
			99		Other Final Environmental Document Products			X
		15			Completed Environmental Document	X		
			05		Record of Decision (NEPA)	X		
			10		Notice of Determination (CEQA)	X		
			20		Environmental Commitments Record	X		
			99		Other Completed Environmental Document Products			X
		20			NEPA Delegation	X		
3	185				Prepare Base Maps and Plan Sheets for PS&E Development	X		
4	195				Right of Way Property Management and Excess Land			X
4	200				Utility Relocation			X
3	205				Permits, Agreements during PS&E Component	X		
		05			Required permits	X		
		15			Railroad Agreements			X
			05		Plan Approval			X
			10		Special Provisions and Insurance Clauses			X
			15		Service Contract for Railroad Services			X
			20		Construction and Maintenance Agreement			X
			25		PUC Exhibits and Application			X
			95		Other Railroad Agreement Products			X
		25			Agreement for Material Sites			X
		30			Executed Maintenance Agreement	X		
		45			MOU From Tribal Employment Rights Office (TERO)			X
		55			NEPA Delegation	X		
4	220				RIGHT OF WAY ENGINEERING			X
		05			Existing Land Net			X
		10			Land Net Map			X
		15			Right of Way Maps			X
		20			Acquisition Documents			X
		25			Documents to Convey Property Rights			X
		35			Field Located Right of Way			X
4	225				Obtain Right of Way Interests for Project Right of Way Certification	X		
3	230				Prepare Draft Plans, Specifications, and Estimates	X		

		05			Draft Roadway Plans			X
			05		Title Sheet	X		
			10		Typical Cross Sections			X
			15		Key Map and Line Index	X		
			20		Roadway Layouts			X
			25		Profile and Superelevation Sheets			X
			30		Construction Details	X		
			35		Contour Grading Plans			X
			40		Summary of Quantities Sheets	X		
			45		Noise Barrier Plans			X
			50		Retaining Wall Plans			X
			55		Standard Plans Selection	X		
			60		Stage Construction and Detour Plans or Traffic Handling Plans			X
			65		Water Pollution Control Plans	X		
			70		Engineering Reports			X
			99		Other Draft Roadway Plan Products			X
		10			Draft Highway Planting Plans	X		
		15			Draft Traffic Plans	X		
		20			Transportation Management Plan	X		
		25			Draft Utility Plans			X
			05		New Facility Plans			X
			10		Utility Relocation Plans			X
			99		Other Draft Utility Plan Products			X
		30			Draft Drainage Plans			X
		35			Draft Specifications	X		
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates	X		
		55			Structures Draft Plans, Specifications, and Estimates Incorporation			X
		60			Updated Project Information for Plans, Specifications, and Estimates Package	X		
		90			NEPA Delegation	X		
		99			Other Draft Plans, Specifications, and Estimates Products	X		
3	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X		
		05			Environmental Mitigation	X		
		10			Detailed Site Investigation for Hazardous Waste	X		
		15			Hazardous Waste Management Plan	X		
		20			Hazardous Waste Plans, Specifications, and Estimates	X		
		25			Hazardous Waste Clean-Up	X		
		30			Hazardous Substances Disclosure Document (HSDD)	X		
		35			Long Term Mitigation Monitoring	X		
		40			Updated Environmental Commitments Record	X		
		45			NEPA Delegation	X		
3	240				Draft Structures Plans, Specifications, and Estimates			X
		50			Overall Draft Structures Plans, Specifications, and Estimates			X
		55			Foundation Plan			X
		60			Hydraulic Report			X
		65			Preliminary Foundation Reports			X

		70			Products Required to Ready Site for Subsurface Exploration			X
		75			Draft General Plans			X
		80			Foundation Reports			X
		85			Draft Structure Plans			X
		90			Draft Structures Special Provisions and Cost Estimate			X
4	245				Post Right of Way Certification Work	X		
3	250				FINAL STRUCTURES PS&E PACKAGE			X
		50			Project Review			X
		55			Final Structure Plans			X
		60			Final Structure Special Provisions and Cost Estimate			X
3	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X		
		05			Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package	X		
		10			Updated Plans, Specifications, and Estimates Package	X		
		15			Environmental Re-Evaluation	X		
		20			Final District Plans, Specifications, and Estimates Package	X		
		25			Geotechnical Information Handout			X
		30			Materials Information Handout			X
		35			Construction Staking Package and Control	X		
		40			Resident Engineer's Pending File	X		
		45			NEPA Delegation	X		
		50			Secured Lease for Resident Engineer Office Space or Trailer			X
		55			Contractor Outreach			X
		65			Right of Way Certification Document	X		
		70			Right of Way Engineering Products			X
		75			Upgraded/Updated Right of Way Certification Document	X		
		95			Right of Way Certification Activity	X		
3	260				Contract Bid Documents Ready to List	X	X	
3	265				Awarded and Approved Construction Contract		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E & R/W Support	Subtotal Support	Subtotal Funds Type
LOCAL	SANBAG	Local	$140,000	$2,300,000	$2,440,000	$2,440,000
		Subtotals by Component	$140,000	$2,300,000	$2,440,000	$2,440,000

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Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: January 4, 2012

Subject: Request for Proposals (RFP) 12047 for On-Call Right of Way and Other Specialty Right of Way Related Services

Recommendation:* Authorize Staff to release Request for Proposals (RFP) 12047 for On-Call Right of Way and Other Specialty Right of Way Related Services.

Background: **This action will lead to the award of new consultant contracts for right of way related services.** In September 2009, the SANBAG Board approved the release of an On-Call Right of Way RFP to supplement the SANBAG team and assist in expediting the right of way acquisition work on existing and ongoing construction projects. At the time it was necessary to secure a full service team of professionals available on an on-call basis to provide right of way services including right of way engineering, surveying, acquisition, appraisal, relocation assistance, utility and railroad coordination and other related specialty services. In addition, this contract has allowed SANBAG the flexibility to supplement its current forces consisting of CALTRANS and County of San Bernardino Real Estate Services Department to assist in ensuring that projects meet schedule. The contract was implemented and used successfully on various projects, including but not limited to: the Interstate 215 Bi-County Freeway project, the Interstate 15/Interstate 215 Devore and Interstate 10/Tippecanoe Interchange projects, and the grade separations projects at Palm Avenue and Laurel Avenue. This contract

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

BRD1201d-pb
Attachment: C12047

is coming to a close in terms of budget so staff is requesting the approval to release another On-Call Right of Way RFP.

This RFP is different in that, a single solicitation will lead to multiple contract awards. The intent is to competitively assign Contract Task Orders (CTO). After awarding contracts to multiple firms, Staff will circulate a Scope of Work to the successful firms soliciting a response from each firm. SANBAG Staff will evaluate the responses and assign the CTO to the firm that best meets the project requirements and needs for various factors, including but not limited to, schedule and cost. Other factors will include staff experience, expertise, and availability, proven success, history of quality and timely document success. At the direction of the Major Project Committee members, staff will provide periodic post-CTO-award reports to keep the Committee informed about the scope of work being performed under the CTO process.

Because the assignment of CTOs will be based on the best response to the scope of work, language is included in the RFP and Contract that the Authority does not guarantee a certain number of CTOs will be issued, nor does it guarantee that all firms will receive an equal number of CTOs.

By utilizing this mechanism for assignment of CTO, staff will be more effective in meeting our project needs. This RFP will lead to contracts that provide SANBAG additional options to most effectively complete the right of way acquisition work required for each project, hence, enhancing project delivery success. Staff recommends approval to release an On-Call Right of Way RFP for a multiple contract award.

Financial Impact: This item is consistent with the current fiscal year budget for Task 81512000.

Reviewed By: This item was reviewed and unanimously recommended by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the RFP and contract as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1201d-pb
Attachment: C12047

ATTACHMENT "A"

Scope of Services

To provide

ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY RELATED SERVICES

For

Various Projects in San Bernardino County

Contract Number: C12047

SCOPE OF WORK

San Bernardino Associated Governments ("SANBAG"), acting as San Bernardino County Transportation Authority (AUTHORITY) is issuing this Request for Proposals for a CONSULTANT to provide **ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY RELATED SERVICES** for a period of three (3) years with two one-year options for extension, to be exercised at the sole discretion of AUTHORITY, on an On-Call basis in support of current and future AUTHORITY Projects.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, AUTHORITY may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

2. Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by AUTHORITY.

3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by AUTHORITY, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following

approval by AUTHORITY, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by AUTHORITY, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by AUTHORITY, the schedule and/or Progress Report may require updating more frequently.

4. Quality Assurance/Quality Control (QA/QC) Plan

   CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

   Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by AUTHORITY. If requested by AUTHORITY, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Right of Way Engineering and Surveying services may be needed on a specific project. The work shall be performed as needed and such services may include, but are not limited to, the following work program:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by AUTHORITY.

2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where AUTHORITY is working in conjunction with the) Caltrans , these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.

3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
    - Establish all property and easement boundaries within and overlapping the project area.
    - Perform site reconnaissance and monument recovery.
    - Establish or reestablish all monumentation required by State law and local regulations.
    - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
    - The preparation, filing and associated fees will be the responsibility of CONSULTANTs

    All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by AUTHORITY's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to AUTHORITY. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by AUTHORITY with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.

5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANTS for AUTHORITY.

6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.

7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.

8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

As needed, CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.

2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.

3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.

4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.

5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.

7. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.

8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.

9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.

10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.

11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.

12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.

13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.

14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), CONSULTANT may be required to coordinate with AUTHORITY staff

and/or consultants for such services as directed by AUTHORITY. Fees charged by AUTHORITY staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by AUTHORITY.

15. It is the CONSULTANT's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.

16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.

17. It is the CONSULTANT's responsibility to contact AUTHORITY's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.

18. If hazardous waste is discovered on the property, CONSULTANT shall seek further direction from AUTHORITY.

19. Additional Qualifications:
    a. CONSULTANT shall have a minimum five years experience as full time appraiser
    b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
    c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
    d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

D. APPRAISAL REVIEW SERVICES

As needed the AUTHORITY may request CONSULTANT for review appraisal services that may include, but are not limited to, the following work programs:

1. When required by AUTHORITY, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.

2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.

3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.

4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.

5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.

6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.

7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.

8. COLNSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.

9. All legal opinions shall be rendered by AUTHORITY's legal counsel and the appraisal prepared in accordance therewith.

10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.

11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.

12. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

13. Additional Qualifications:
    a. CONSULTANT shall have a minimum five years experience as full time appraiser
    b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
    c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
    d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

E. GOODWILL APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work programs;

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.

2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.

3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.

4. Appraiser may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.

5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.

6. It is the Appraiser's responsibility to contact AUTHORITY's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.

7. Appraiser shall work with and take direction from AUTHORITY legal counsel in the delivery of their reports.

8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.

9. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

10. Additional Qualifications:
    a. CONSULTANT shall have a minimum of five years experience as a full time Goodwill appraiser.
    b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
    c. CONSULTANT shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
    d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.

2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.

3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.

4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.

5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters.

6. It is the CONSULTANT responsibility to contact AUTHORITY's legal counsel for discussion and/or clarification in identifying personal or real property.

7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.

8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

9. Additional Qualifications:
   a. CONSULTANT shall have a minimum five years experience as full time F F & E appraiser
   b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
   c. CONSULTANT shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
   d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

G. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, and COST ESTIMATES

CONSULTANT services may include, but are not limited to, the following work program:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.

2. CONSULTANT deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than CONSULTANT.

3. CONSULTANT may be required to meet and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.

4. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

5. CONSULTANT may be required to take direction from AUTHORITY's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to AUTHORITY.

6. If any legal issues exist during the course of CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.

7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past AUTHORITY projects to ensure compliance with applicable state and/or federal regulations.

8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.

9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.

10. On a project by project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of AUTHORITY.

H. TITLE AND ESCROW SERVICES

On-Call and as needed Title and Escrow Services conducted by CONSULTANT on behalf of AUTHORITY may include, but are not limited to, the following work program:

1. At the initiation of the work program, the CONSULTANT shall meet with AUTHORITY staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.

2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by AUTHORITY.

3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.

4. CONSULTANT shall provide all additional legal documents required by AUTHORITY, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.

5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that AUTHORITY is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.

6. CONSULTANT shall provide all necessary assistance to AUTHORITY to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.

7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.

8. CONSULTANT shall prepare, subject to review and approval by AUTHORITY's Legal Counsel, Escrow Instructions for execution by AUTHORITY and the grantor(s) or grantee(s). CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.

9. CONSULTANT shall provide efficient Escrow Services to AUTHORITY and property owners involved in AUTHORITY related transactions.

10. CONSULTANT shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by AUTHORITY Legal Counsel prior to close of escrow.

11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to AUTHORITY.

12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.

13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from AUTHORITY and property owners.

14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by AUTHORITY.

15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide AUTHORITY with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by AUTHORITY.

16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to AUTHORITY and other parties to the transaction, together with copies of all documents conveying title to AUTHORITY, copies of releases of liens and encumbrances, receipt for payments made on behalf of AUTHORITY and the other parties to the transaction.

17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring AUTHORITY's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by AUTHORITY.

18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of AUTHORITY transactions.

19. As requested by AUTHORITY, CONSULTANT may be required to testify in any administrative or judicial proceeding.

20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by AUTHORITY.

21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of AUTHORITY.

22. If legal issues exist during CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by AUTHORITY's legal counsel.

23. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or CONSULTANTs shall be paid directly by AUTHORITY.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

On-Call and as needed Property Management, Hazardous Material Removal, Demolition and/or Clearance services support of current and future AUTHORITY Projects are needed by the AUTHORITY. If deemed necessary by AUTHORITY, CONSULTANT shall provide these services to AUTHORITY for all currently owned or acquired property, until the property is turned over to the contractor of AUTHORITY highway projects for construction, or as otherwise directed by AUTHORITY. All work will be performed in accordance with AUTHORITY's

policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

A. General Property Management Services

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with AUTHORITY to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

B. Hazardous Material Removal, Demolition and Clearance

1. Surveys of buildings, Containers, etc.

   The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by AUTHORITY.

   Typical surveys or assessments may include, but not be limited to inspections for:

   - Asbestos containing materials (ACM) in buildings and pipelines
   - PCB containing materials in transformers, equipment, containers
   - Fuels and other chemicals in tanks, barrels and storage containers
   - Review of buildings or structures to determine whether hazardous materials are being used or stored
   - The presence of lead paint
   - Environmental Assessment (i.e. Phase 1, Phase 2)

   Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job, and will be required to provide the AUTHORITY manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the port provided by AUTHORITY, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by AUTHORITY's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify AUTHORITY of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to AUTHORITY.

4. Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services

there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refused to repair the damage promptly, AUTHORITY may have the necessary work performed and charge the cost to the CONSULTANT.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, AUTHORITY assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and nest condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with other AUTHORITY consultants.

   As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

8. Estimated Time of Completion

   Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

   Deliverables will be identified in the specific Contract Task Order.

J. RELOCATION SERVICES

The CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services required include but are not limited to:

1. Implement the Uniform Act and other requirements.

2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.

3. Identify that sufficient consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displace to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.

4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.

5. Perform inspections of the real property just prior to or at the close of escrow to

determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate.

Describe grace period, if any, for businesses renting from the State, in the rental agreement.

K. UTILITY RELOCATION COORDINATOR

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and Statutes relating to the Department of Transportation.

1. CONSULTANT shall establish files that document action taken or recommended.

2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.

3. Identify and verify all utility facilities lying within existing and proposed rights of way.

4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.

5. Coordinate "avoidance" and relocation of facilities.

6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the R/W Certification document.

7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.

8. Verify relocation billings and process for payment when acceptable.

L. RAILROAD COORDINATOR

On an On-Call basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of the Authority, Caltrans, and/or cities.

Services shall include, but are not limited to:

1. Coordinate with PM, AUTHORITY, and other agencies.

2. Schedule and coordinate meetings with the various agencies and the railroad.

3. Develop a schedule of activities required for clearance.

4. Monitor the activities and action items and report this to the right of way project manager regularly.

5. Prepare required documentation.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: January 4, 2012

Subject: Right of Way (ROW) Cooperative Agreement No. C11015 for Interstate 215 (I-215)/Newport Overcrossing Bridge Replacement, part of the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

Recommendation:* Approve ROW Cooperative Agreement No. C11015 with Caltrans for the acquisition of properties required for the replacement of the I-215/Newport Overcrossing.

Background: **This is a new agreement.** In February 2009, the Board authorized the start of project development activities for the I-215 Bi-County HOV Gap Closure project. The project being done in conjunction with Riverside County Transportation Commission (RCTC), includes the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The funding for the San Bernardino County portion includes $15.5 Million of Corridor Mobility Improvement Account (CMIA) funds.

The portion of I-215 in San Bernardino County has three bridge overcrossing structures that have low vertical clearances that pose accessibility issues for tractor trailers and other oversized vehicles. The reduced vertical clearance affects the function of the corridor as a significant inter-regional trade and goods movement corridor. The I-215/Barton Road Interchange project and the

*

COG		CTC	X	CTA		SAFE		CMA	

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1201a-ks
Attachment: C11015

I-215/Washington-Mount Vernon project will address two of the vertical clearance issues, while the I-215 HOV project is to address the vertical clearance at the Newport Road Overcrossing. If Newport Road overcrossing is not replaced, it will be the only structure on the corridor where emergency vehicles won't be able to get through by using the shoulders or the interchange ramps.

Caltrans had verbally agreed to provide $500,000 and provide the project development resources from their Minor program towards the Newport Road bridge replacement. For Caltrans to be able to provide their contribution, the bridge replacement had to be a separate project that would be combined with Bi-County HOV project for construction. Caltrans issued an Environmental Document for the Newport Overcrossing project on October 27, 2011 and approved a Project Report on November 9, 2011.

Recently Caltrans informed us that to receive their contribution the project needs to be in construction before June 30, 2011. This date cannot be achieved as the Bi-County HOV project is not going to construction until August 2012. In lieu of the Minor funds, Caltrans has agreed to contribute a like amount towards the Bi-County project as part of the Caltrans pavement rehabilitation project that is also being combined with the Bi-County project.

While the Newport Road Overcrossing is going to be constructed as part of the Bi-County HOV project, since it is a standalone project it requires a separate ROW Cooperative Agreement. Staff is recommending the approval of the subject Agreement No. C11015.

The ROW Cooperative Agreement No. C11015 defines roles, responsibilities and funding commitments for the ROW phase of the project. The agreement affirms SANBAG's responsibility to fund 100% of the ROW costs, which are estimated at $397,000. The agreement also affirms Caltrans commitment to provide oversight at no charge to SANBAG. The schedule assures that the start of construction for the Newport Overcrossing project is scheduled to coincide with the start of construction of the I-215 Bi-County HOV project.

Financial Impact: This item has no impact on the adopted Fiscal Year 2011/2012 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager

BRD1201a-ks
Attachment: C11015

CONTRACT SUMMARY SHEET

Contract No. C 11015 Amendment No. N/A

By and Between

San Bernardino County Transportation Commission and California Department of Transportation

Contract Description I-215 Newport Road Overcrossing – Cooperative Agreement for ROW

Board of Director's Meeting Date: January 4, 2012
Overview of BOD Action: Approve cooperative agreement C11015

Is this Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	-	**Revised Contingency Amount** *Inclusive of prior amendments*	$	-
Current Amendment Amount	$	-	**Contingency Amendment**	$	-
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
1/04/12	12/30/13	-

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 839
☐ A Budget Amendment is required.
How are we funding current FY? **This agreement has no financial impact**

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate _____ %

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	12/7/11 Date	Project Manager Signature	12-6-11 Date
Chief Financial Officer Signature	12/7/11 Date	Contracts Manager Signature	Date

08-SBd-215-PM 1.78
EA 0P510
District Agreement No. 08-1501
Project No. 0800020109
COMMISSION's Contract No. C11015

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION,
referred to herein as "COMMISSION."

RECITALS

1. CALTRANS and COMMISSION, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the Riverside and San Bernardino Counties' jurisdiction.

2. COMMISSION desires to replace the Interstate 215 Newport Road Overcrossing in the city of San Bernardino, referred to herein as "PROJECT."

3. COMMISSION to perform all PROJECT Right of Way capital and support work hereinafter referred to as "WORK."

4. COMMISSION is willing to fund one hundred percent (100%) WORK costs using their local funds, except the costs of CALTRANS' Independent Quality Assurance (IQA) of PROJECT R/W.

5. CALTRANS' funds will not be used to finance any of the WORK costs except as set forth in this Agreement.

6. The Project Approval and Environmental Document and Plans, Specifications and Estimates were performed by CALTRANS.

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

8. PROJECT construction will be the subject of a separate future agreement.

9. The parties now define herein below the terms and conditions under which PROJECT Right of Way is to be acquired, engineered, and financed.

SECTION I

COMMISSION AGREES:

1. To fund one hundred percent (100%) of all PROJECT WORK costs using their local funds, as shown on Exhibit A, attached to and made a part of this Agreement, except for costs of CALTRANS' IQA. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by COMMISSION.

2. To not use CALTRANS' funds for WORK costs except as set forth in this Agreement.

3. WORK performed by COMMISSION, or performed on COMMISSION's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to CALTRANS for CALTRANS' review, comment, concurrence, and/or acceptance at appropriate stages of development.

4. WORK, except as set forth in this Agreement, is to be performed by COMMISSION. Should COMMISSION request CALTRANS to perform any portion of WORK, except as otherwise set forth in this Agreement, COMMISSION shall first agree to reimburse CALTRANS for such work pursuant to an amendment to this Agreement.

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

6. To permit CALTRANS to monitor, participate, and oversee selection of personnel who will provide right of way engineering services, and provide right of way acquisition services for PROJECT. COMMISSION agrees to consider any request by CALTRANS to avoid a contract award or to discontinue services of any personnel considered by CALTRANS to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

7. To submit to CALTRANS for review, comment, concurrence, and/or approval all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps all prepared in accordance with CALTRANS' Right of Way Manual, Chapter 6, Right of Way Engineering, CALTRANS' Plans Preparation Manual, CALTRANS' Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by CALTRANS.

8. Personnel who prepare right of way maps, documents, and related materials shall be made available to CALTRANS, at no cost to CALTRANS, during and after construction of PROJECT until completion and acceptance by CALTRANS of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to CALTRANS.

9. To make written application to CALTRANS for necessary encroachment permits authorizing entry of COMMISSION onto SHS right of way to perform required WORK as more specifically defined elsewhere in this Agreement. COMMISSION shall also require COMMISSION's consultants and contractors to make written application to CALTRANS for the same necessary encroachment permits.

10. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.

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

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

12. To furnish evidence to CALTRANS, in a form acceptable to CALTRANS, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within SHS right of way and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

13. To acquire and furnish all right of way, if any, outside of existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to CALTRANS, and in accordance with procedures acceptable to CALTRANS. These activities shall comply with all applicable State and Federal laws and regulations, subject to CALTRANS' IQA to ensure that completed work and title to

property acquired for PROJECT is acceptable for incorporation into the SHS right of way.

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

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

16. To deliver to CALTRANS legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to CALTRANS' present and future uses not later than the date of acceptance by CALTRANS of maintenance and operation of the SHS facility. Acceptance of said title by CALTRANS is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COMMISSION.

17. To be responsible for, and to CALTRANS' satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT. If COMMISSION discovers hazardous material or contamination within the PROJECT study area during said investigation, COMMISSION shall immediately notify CALTRANS.

18. If COMMISSION desires to have CALTRANS advertise, award, and administer the construction contract for PROJECT, COMMISSION shall provide CALTRANS with plans in a format acceptable to CALTRANS. Reimbursement to CALTRANS for costs incurred by CALTRANS to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement.

19. All aerial photography and photogrammetric mapping shall conform to CALTRANS' current standards.

20. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to CALTRANS and shall become property of CALTRANS. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to CALTRANS and shall become property of CALTRANS.

21. All original recorded land title documents created by PROJECT shall be delivered to CALTRANS and become property of CALTRANS.

22. To submit to CALTRANS a list of CALTRANS horizontal and vertical control monuments that will be used to control surveying activities for PROJECT.

SECTION II

CALTRANS AGREES:

1. At no cost to COMMISSION to provide IQA of all COMMISSION's WORK necessary for completion of all right of way activities undertaken by COMMISSION or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by COMMISSION, while cooperating in timely processing of documents necessary for completion of the right of way activities and right of way engineering services for PROJECT.

2. To provide encroachment permits at no cost.

SECTION III

IT IS MUTUALLY AGREED:

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

2. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. Caltrans periodically adjusts the Program Functional Rate and the Administration Rate.

3. The parties to this Agreement understand and agree that CALTRANS' IQA is to ensure COMMISSION's activities result in WORK being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver WORK nor any validation by verifying nor rechecking work performed by COMMISSION, nor providing guidance to COMMISSION and no liability will be assignable to CALTRANS, its officers and employees by COMMISSION under the terms of this Agreement or by third parties by reason of CALTRANS' IQA activities.

4. The Project Study Report/Project Report (PSR/PR) for PROJECT, approved on November 9, 2011, is by this reference, made an express part of this Agreement. The description of PROJECT is defined in the PSR/PR.

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

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

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

8. COMMISSION will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.

9. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a WORK cost.

10. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for WORK will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the 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 described herein this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.

11. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

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

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

12. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM-1 management activities with minimum impact to PROJECT schedule and will pay or cause to be paid all costs associated with HM-1 management activities.

CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. If HM-1 is found outside existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. COMMISSION, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM-1 management activities are undertaken with minimum impact to PROJECT schedule. Independent of PROJECT, all costs for management activities related to HM-1 found outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

15. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS' policy on such acquisition.

16. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the construction phase of PROJECT.

17. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.

18. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COMMISSION and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COMMISSION under this Agreement. It is understood and agreed that COMMISSION will fully defend, indemnify, and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COMMISSION under this Agreement.

19. Neither COMMISSION nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COMMISSION and all its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.

20. Prior to the commencement of any work pursuant to this Agreement, either CALTRANS or COMMISSION may terminate this Agreement by written notice to the other party.

21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

22. This Agreement will terminate upon completion of WORK or December 30, 2013, whichever is later, that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of WORK.

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

SIGNATURES ARE ON THE FOLLOWING PAGE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
RAYMOND W. WOLFE, PhD
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERMENTS

By: _____
LARRY MCCALLON
Board President

Attest: _____
VICKI WATSON
Clerk of the Board

APPROVED AS TO FORM AND PROCEDURE

By: _____
PENNY ALEXANDER-KELLEY
Legal Counsel

CONCURRENCE

By: _____
KATHLEEN MURPHY-PEREZ
Contacts Manager

EXHIBIT A

COST ESTIMATE

PHASE	COMMISSION's Share - LOCAL FUNDS
R/W Support	$59,000
R/W Capital	$397,000
TOTAL	$456,000

ATTACHMENT 1

WBS Code	WBS Description	RESPONSIBILITY	
		CALTRANS	COMMISSION
3.185.20.40	UTILITY LOCATIONS DETERMINED FOR DESIGN		X
3.205.15	RAILROAD AGREEMENTS		X
3.205.15.05	PLAN APPROVAL		X
3.205.15.10	SPECIAL PROVISIONS AND INSURANCE CLAUSES		X
3.205.15.15	SERVICE CONTRACT FOR RAILROAD SERVICES		X
3.205.15.20	CONSTRUCTION AND MAINTENANCE AGREEMENT		X
3.205.15.25	PUC EXHIBITS AND APPLICATION		X
3.205.15.99	OTHER RAILROAD AGREEMENT PRODUCTS		X
3.235.05.20	ENVIRONMENTAL MITIGATION RIGHT OF WAY WORK		X
3.235.10.05	RIGHT OR PERMIT FOR HAZARDOUS WASTE SITE INVESTIGATIONS [SI]		X
3.255.50	SECURED LEASE FOR RESIDENT ENGINEER OFFICE SPACE OR TRAILER		X
3.255.65	RIGHT OF WAY CERTIFICATION DOCUMENT		X
3.255.70	RIGHT OF WAY ENGINEERING PRODUCTS		X
3.255.75	UPGRADED/UPDATED RIGHT OF WAY CERTIFICATION DOCUMENT		X
4.195	RIGHT OF WAY PROPERTY MANAGEMENT AND EXCESS LAND		X
4.195.40	PROPERTY MANAGEMENT		X
4.195.40.05	FAIR MARKET RENT DETERMINATIONS [RESIDENTIAL]		X
4.195.40.10	FAIR MARKET RENT DETERMINATIONS [NON-RESIDENTIAL]		X
4.195.40.15	REGULAR PROPERTY MANAGEMENT		X
4.195.40.20	PROPERTY MAINTENANCE AND REHABILITATION [RENTABLE PROPERTY]		X
4.195.40.25	PROPERTY MAINTENANCE AND REHABILITATION [NON-RENTABLE PROPERTY]		X
4.195.40.30	HAZARDOUS WASTE AND HAZARDOUS MATERIALS		X
4.195.40.35	TRANSFER OF PROPERTY TO CLEARANCE STATUS		X
4.195.40.99	OTHER PROPERTY MANAGEMENT PRODUCTS		X
4.195.45	EXCESS LAND		X
4.195.45.05	EXCESS LANDS INVENTORY		X
4.195.45.10	EXCESS LAND APPRAISAL AND PUBLIC SALE ESTIMATE		X
4.195.45.15	GOVERNMENT CODE SECTION 54235 ADMINISTRATION		X
4.195.45.20	PROPERTY DISPOSAL OF UNITS UP TO $15000		X
4.195.45.25	PROPERTY DISPOSAL OF UNITS BETWEEN $15001 AND $500000		X
4.195.45.30	PROPERTY DISPOSAL OF UNITS OVER $500000		X
4.195.45.35	CTC AND AAC COORDINATION		X

4.195.45.99	OTHER EXCESS LAND PRODUCTS		X
4.200	UTILITY RELOCATION		X
4.200.15	APPROVED UTILITY RELOCATION PLAN		X
4.200.20	UTILITY RELOCATION PACKAGE		X
4.200.25	UTILITY RELOCATION MANAGEMENT		X
4.200.30	UTILITY CLOSE OUT		X
4.200.99	OTHER UTILITY RELOCATION PRODUCTS		X
4.220	RIGHT OF WAY ENGINEERING		X
4.220.05	EXISTING LAND NET		X
4.220.05.05	EXISTING RECORDS		X
4.220.05.10	LAND NET SURVEY		X
4.220.05.25	MONUMENTATION PERPETUATION RECORD OF SURVEY		X
4.220.10	LAND NET MAP		X
4.220.15	RIGHT OF WAY MAPS		X
4.220.15.05	APPRAISAL MAPS		X
4.220.15.95	OTHER MAPS		X
4.220.20	ACQUISITION DOCUMENTS		X
4.220.20.05	DEEDS		X
4.220.20.15	RESOLUTION OF NECESSITY PACKAGE		X
4.220.25	DOCUMENTS TO CONVEY PROPERTY RIGHTS		X
4.220.25.05	DIRECTOR'S DEED PACKAGE		X
4.220.25.95	OTHER DEEDS AND DOCUMENTS		X
4.220.35	FIELD LOCATED RIGHT OF WAY		X
4.220.35.05	FLAGGED RIGHT OF WAY		X
4.220.35.10	STAKED RIGHT OF WAY		X
4.225	OBTAIN RIGHT OF WAY INTERESTS FOR PROJECT RIGHT OF WAY CERTIFICATION		X
4.225.50	PARCEL AND PROJECT DOCUMENTATION		X
4.225.60	RIGHT OF WAY APPRAISALS		X
4.225.65	RIGHT OF WAY ACQUISITION		X
4.225.70	RIGHT OF WAY RELOCATION ASSISTANCE		X
4.225.75	RIGHT OF WAY CLEARANCE		X
4.225.80	RIGHT OF WAY CONDEMNATION		X
4.245	POST RIGHT OF WAY CERTIFICATION WORK		X
4.245.50	PARCEL AND PROJECT DOCUMENTATION		X
4.245.60	RIGHT OF WAY APPRAISALS		X
4.245.65	RIGHT OF WAY ACQUISITION		X
4.245.70	RIGHT OF WAY RELOCATION ASSISTANCE		X
4.245.75	RIGHT OF WAY CLEARANCE		X
4.245.80	RIGHT OF WAY CONDEMNATION		X
4.300	FINAL RIGHT OF WAY ENGINEERING		X
4.300.05	RIGHT OF WAY MONUMENTATION		X
4.300.05.05	RIGHT OF WAY MONUMENTATION SURVEY		X
4.300.05.10	FILED MONUMENTATION RECORD OF SURVEY		X

4.300.10	TRIAL EXHIBITS AND TESTIMONY		X
4.300.25	RELINQUISHMENT AND VACATION MAPS		X
4.300.30	DEED PACKAGE FOR EXCESS LAND TRANSACTIONS		X
4.300.35	RIGHT OF WAY RECORD MAP		X

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: January 4, 2012

Subject: Amendment No. 5 to Contract C10079, Redlands Rail Extension, to HDR Engineering, Inc. for Design Services and Design Services during Construction

Recommendation:

1. Approve Amendment No. 5 to Contract C10079 to HDR Engineering in the amount of $3,924,694 for a total not-to-exceed amount of $28,485,052 for design and design services during construction.

2. Approve Budget Amendment to Task No. 38012000, Redlands Rail, increasing the total not-to-exceed amount of $3,924,694 to be funded by Valley Unallocated Local Transportation Fund (LTF).

Background: In October 2009, SANBAG issued a request for proposal (RFP) for the design, environmental clearance, and land use changes of the Downtown San Bernardino Passenger Rail Project (DSBPRP), formerly known as the Redlands First Mile (RFM), and the Redlands Passenger Rail Project (RPRP). Included in the original scope of work with HDR was environmental and design services for the expansion of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility (EMF) as a component of the Downtown San Bernardino Passenger Rail project. However, following the technical studies prepared by HDR for the project, the EMF was subsequently split off from the DSBPRP project as a third standalone project because of its own independent utility. Together all three projects comprise the essential elements of the contract awarded to HDR Engineering, Inc.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.

BRD1201a-maa
Attachment:
C10079-5

Staff's recommendation to award a contract to HDR covering all three projects was based primarily due to a myriad of interrelated technical issues such as operating rules and procedures, dispatching control, Positive Train Control (PTC), communications, fare collection systems, the BNSF construction and maintenance agreement, BNSF safety protocols and roadway worker protection, and the existing BNSF shared use agreement between the existing Redlands Subdivision owned by SANBAG and BNSF's San Bernardino Subdivision.

For the Downtown San Bernardino Passenger Rail Project, HDR has completed 90% design and is in the process of completing 100% design. HDR is now also working on the general and specific specifications for the Eastern Maintenance Facility bid documents. This proposed Contract Amendment No. 5 is recommended by staff to expand the scope of work in order to provide resources to HDR for further work on these projects identified as design support during construction. In general, these services includes such typical activities as constructability reviews with the construction management team, support during bidding (IFB), preparation of "conformed drawings," review and address Request for Information (RFI), submittals, and change orders, coordination of utility relocations by third-parties, preparation of as-built drawings, and public relations.

In addition to design support during construction services for both the EMF expansion and the extension of SCRRA/Metrolink to the future Rialto/E Metrolink Station in downtown San Bernardino, additional design services are needed for compliance with SCRRA requirements. To address the Federal Transit Administration (FTA) and SCRRA requirements, three additional elements of scope are included in this amendment:

1. As part of environmental scoping comments, the FTA requested that the Omnitrans bas facility project at the San Bernardino Transit Center be included as part of the environmental document for the DSBPRP. As part of the development of the Omnitrans bus facility, F Street at Rialto Avenue is to be re-aligned to match the northerly part of F Street. The realignment requires additional real estate from the adjacent land owner, which in turn requires the transit center to acquire the property next to G Street. The consequence is that changes to the design at the G Street crossing are required. The changes to the G Street Crossing are included in the scope as part of Task No. 3.1.3.
2. The scope included in Task No. 3.1, includes architectural and engineering for a new Metrolink Crewhouse to be located on the south side of the platforms at the future Rialto/E Metrolink Station. During the modeling process on the DSBPRP, staff examined the feasibility of the current crewhouse arrangements, which are currently split between the Santa Fe Depot and the EMF and requires taxi shuttles. Due to increase

operating costs and other logistical challenges associated with the train cycles, Metrolink is requesting that a new location at the Rialto/E station. Ultimately, consolidating the crewhouse location at the Rialto/E station will result in lower future operating costs for the San Bernardino Line and the Metrolink system.

3. Second, the scope includes Tasks 3.1.2.1 and 3.1.2.2, which provide design services of the Visual Messaging System and Public Address System for both the Santa Fe Depot and Rialto/E Metrolink station locations. Recently, SCRRA changed their requirements for the systems, placing the burden of design and construction on the project proponent, which in this case is SANBAG. Previously the project proponent would be paid through SCRRA for these services. As a result, SANBAG is responsible for the design with SANBAG responsible for construction of the Visual Messaging and Public Address systems.

The HDR contract, as awarded, was intentionally broken into segments for which subsequent amendments would be considered in order to control cost and schedule because both the DSBPRP and the RPRP (Project) still needed further development to specifically define their purpose and need. For each ensuing segment of the Project, once the next successive tasks have been clearly defined from the previous task(s), then a separate scope and fee has been or will be negotiated with HDR. Each contract amendment to date has been reviewed and unanimously approved by the Commuter Rail and Transit Committee followed by Board review and approval. Despite this necessary evolution of the Project, there are many tasks that were clearly and completely defined at the beginning of the Project which were included in the original contract, such as, environmental and right-of-way acquisition tasks for the DSBPRP and the alternatives analysis for the RPRP. In addition, there were unforeseen issues that arose such as the need to expand Metrolink's Eastern Maintenance Facility at Mill Street in the City of Colton to handle the future build-out of the Metrolink system. These unforeseen out-of-scope issues have been included with previously approved amendments to the original contract.

Below is the contract history between SANBAG and HDR identifying the amendments that have been approved by the Board.

- Original Contract – Approved on February 2010 for $7,390,150.
- Amendment No. 1 – Approved on June 2010 for $1,021,704 for the sbX Bus Rapid Transit project right-of-way acquisition services. Total not-to-exceed amount following this amendment was $8,411,854.
- Amendment No. 2 – Approved on January 2011 for $2,962,795 for additional design services for tasks on both the DSBPRP and RPRP and an

additional $118,729 for right-of-way acquisition services for sbX. Total not-to-exceed amount following this amendment was $11,374,649.

- Amendment No. 3 – Approved on June 2011 for an additional net $4,866,142. The amendment included removal of the right-of-way acquisition services for the Omnitrans sbX bus rapid transit project and added scope to include completion of construction bid documents for the DSBPRP portion of the project. Total not-to-exceed amount following this amendment was $15,565,358.
- Amendment No. 4 – Approved on September 2011 for $8,995,000 for environmental clearance and preliminary engineering for RPRP portion of the project, extending from the San Bernardino Transit Center to the University of Redlands. In general this work includes replacement of track, bridges, and grade crossings, construction of passing sidings, stations, railroad signals and communication systems, Positive Train Control, a maintenance facility, locomotive and passenger car procurement and rehab. Total not-to-exceed amount following this amendment was $24,560,358.
- Proposed Amendment No. 5 – (this agenda item) – Recommended for approval in the amount of $3,924,694 for additional design services and for design services during construction. See Scope of Services and fee summary included as an attachment to this agenda item. Total not-to-exceed amount following this amendment is $28,485,052.

  As discussed at the September 7, 2011 Board meeting, Amendment No. 4 for HDR Engineering, "*Additional future amendments to the HDR contract may include, 1) DSBPRP construction support services, early 2012; 2) final design for the RPRP, late 2012; and 3) RPRP construction support services, 2013.*" This agenda item represents number 1) above.

Financial Impact: Amendment No. 5 to Contract C10079 is not consistent with the FY2011/12 budget, Task No. 38012000, Redlands Rail Extension. Approval of this agenda item would increase the budget for Task No. 38012000 by $3,924,694 funded by Valley Unallocated Local Transportation Fund (LTF).

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on December 15, 2011 and unanimously recommended for approval. This amendment has been reviewed and approved as to form by SANBAG Contracts Manager and Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1201a-maa
Attachment:
C10079-5

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10079 Amendment No. 5

By and Between

San Bernardino Associated Governments and HDR Engineering, INC

Contract Description Downtown San Bernardino Passenger Rail Project (DSBPRP) and Eastern Maintenance Facility Project (EMF) Design Services During Construction

Board of Director's Meeting Date: January 4, 2012

Overview of BOD Action: 1.) Approve Amendment No. 5 to Contract C10079 to HDR Engineering in the amount of $3,924,694 for a total not-to-exceed amount of $28,485,052 for design and design services during construction. 2.) Approve Budget Amendment to Task No. 38012000, Redlands Rail, increasing the total not-to-exceed amount by $3,924,694 to be funded by Valley Unallocated Local Transportation Fund (LTF).

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	6,990,150	**Original Contingency Amount**	$	400,000
Revised Contract Amount *Inclusive of prior amendments*	$	16,725,208	**Revised Contingency Amount** *Inclusive of prior amendments*	$	445,000
Current Amendment Amount	$	3,924,694	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	27,640,052	**TOTAL CONTINGENCY VALUE**	$	845,000
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	28,485,052

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/3/10	2/8/13	2/8/13

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. _____.

☒ A Budget Amendment is required.

How are we funding current FY? A budget amendment is included in recommendation no. 2

☐ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

Project is currently funded with Measure I Commuter Rail and Measure I Metrolink funds. This amendment adds Local Transportation Funds (LTF) to the funding program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	12/15/11 Date	Project Manager Signature	12/15/11 Date
Chief Financial Officer Signature	12/15/11 Date	Contracts Manager Signature	Date

C010079-05
TN 38012000

AMENDMENT NO. 5 TO

CONTRACT NO: C10079

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HDR ENGINEERING INC.

This AMENDMENT No. 5 to CONTRACT No. C10079 is effective as defined herein by and between San Bernardino Associated Governments/San Bernardino County Transportation Authority ("AUTHORITY") and HDR Engineering Inc. ("CONSULTANT").

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. C10079 ("Contract"), dated February 3, 2010, as changed by Amendments No, 1 through 4, whereby AUTHORITY has engaged the services of CONSULTANT to provide design, environmental, FTA processing, right-of-way acquisition and land use services for the Redlands First Mile and Redlands Passenger Rail Projects ("Projects"); and

WHEREAS, the parties desire to amend the aforesaid Contract to amend the scope of services to include services that were contemplated but not included in the previous amendments such as; design support services during construction, additional design services for signal, communication and security systems and to provide additional architectural and engineering services for the Metrolink Crewhouse, as detailed in the revised Scope of Work included as Attachment 1 to this Amendment No. 5; and

WHEREAS, the parties agree that the additional work will increase the Not-To-Exceed amount by $3,924,694 Dollars.

NOW THEREFORE, the parties do mutually agree to amend Contract No. C10079 in the following particulars only:

1. Attachment A, "Scope of Services" is amended to include the additional Scope of Services that are described in Attachment 1 to this Amendment No. 5 and by this reference is incorporated herein.

2. Amend **Article 3., "Contract Price and Cost Principles",** sub-paragraph 3.2, to revise the total Not-To-Exceed to be $27,640,052.

3. Include Attachment 2 to this Amendment No. 5, which includes the negotiated fee for the work identified herein.

4. Except as amended by this Amendment No. 5, all other provisions of Contract No. C010079 remain in full force and effect.

5. The Effective Date of this Amendment No. 5 is the date AUTHORITY executed this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the day and year below written.

HDR ENGINEERING, INC.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
President

Date: _____

APPROVED AS TO FORM:

By: _____ 12/15/11
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT 1:

SCOPE OF SERVICES

CONTRACT NO. C10079-5

Downtown San Bernardino Passenger Rail Project (DSBPRP) and Eastern Maintenance Facility Project (EMF) Design Services During Construction (DSDC)

INTRODUCTION

SANBAG is currently in the process of executing a railroad-related construction program on the railroad right-of-way they own which would provide for the extension of Metrolink commuter rail services between the Santa Fe Depot in San Bernardino and the Downtown area of San Bernardino, approximately one-mile east. The program is being delivered utilizing a traditional Design/Bid/Build approach with multiple construction contracts being developed to deliver the program. SANBAG has hired a design consultant (HDR) to prepare the designs and is retaining the services of a Construction Management Consultant to manage and help execute the bidding and construction of the project. Overall program management is currently being handled by SANBAG staff with some limited technical support and assistance from HDR.

At the request of SANBAG's Director of Commuter Rail and Transit, HDR has prepared this scope and fee proposal for completion of design changes, bid support and design services during construction on the initial two construction contracts associated with the program: the Eastern Maintenance Facility Expansion (EMF) Project and the Downtown San Bernardino Passenger Rail Project (DSBPRP). This Scope of Services also includes pre-bid tasks such as coordination with the CM Consultant, design of the Metrolink Crew House at the San Bernardino Transit Center (SBTC), design of the variable message system (VMS) & public address (PA) system, and recent revisions to property acquisition and design changes to the G Street crossing. Lastly, the Scope of Services includes tasks related to the continued development support of SANBAG's general provisions, special provisions, Division 1 specifications and invitation for bid (IFB) documents.

BACKGROUND

The DSBPRP preliminary engineering plans were submitted to SANBAG on March 31, 2011, which included design of new double track between the existing Santa Fe Depot and the proposed San Bernardino Transit Center located at E Street in downtown San Bernardino. The Project also includes improvements to the existing BNSF Short Way between the Santa Fe Depot and Rialto Avenue is this the EMF project.

HDR Engineering is currently preparing 100% Plans, Specifications, and Estimates for two SANBAG rail projects as follows:

- Metrolink Eastern Maintenance Facility (EMF) Project – This portion of the project will provide enhanced track capacity at the existing Metrolink EMF facility located in Colton, CA. The enhanced track capacity will provide an opportunity for SANBAG and Metrolink to consolidate commuter rail layover and overnight operations into this facility and eliminate duplicative facilities at the existing San Bernardino Station and the Inland Empire Maintenance Facility (IEMF). Extensive coordination with the Laurel Street Grade

Separation project is necessary do to overlap in footprint of both project.

- Downtown San Bernardino Passenger Rail Project (DSBPRP) – This portion of the project will provide an extension of Metrolink regional rail passenger service from the Santa Fe Depot to the proposed SBTC. The project will reconstruct rail infrastructure on the existing Redlands Subdivision and will include double tracking the existing route, grade crossing improvements at five locations meeting FRA quiet zone and CPUC requirements, railroad signaling, station facilities and related improvements.

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

This task includes management and administration activities that will be provided by HDR consistent with the technical Scope of Services and with the requirements of SANBAG. Management includes overview and coordination of the work to meet the requirements of the approved quality assurance and quality control process and that the deliverables are produced within schedule and budget. Elements include coordination, reporting, quality control (QC), safety, and cost/schedule monitoring and control. HDR's project manager (PM) will be the single point of contact with SANBAG and will be responsible for the quality of the design and delivery of the project milestones within schedule and budget. This Scope of Services assumes that services will be provided through end of construction for both rail projects previously described from January of 2012 through January of 2014 for the duration of 24 months. ***Due to the nature of performing Design Support During Construction services based on many unknowns including the experience of the contractor and identification of changed field condition, the proposed cost defined in the fee estimate was developed based on historical costs in performing these types of projects. A general assumption for this Scope of Services is that fee estimate is for budget purposes and HDR will perform this work on a time and materials basis and will invoice based on effort expanded during the period of performed services. HDR will notify SANBAG if and when there is any indication of not having sufficient funds to complete the project.***

TASK 1.1 PROJECT ADMINISTRATION/INVOICING

Activities

1.1.1 HDR will continue to provide management and staff to plan, organize, direct, supervise, control and coordinate administrative tasks.

1.1.2 Contract Administration includes issuance of new or amended work orders, obtaining of periodic reports on costs expended, receipt and certification of invoices, payment of invoices, compliance with all contract terms and conditions, receipt and routing of contract deliverables, and contract close-out. HDR will continue to implement administrative and financial audit and reporting process based on contract requirements.

1.1.3 Accounting/Invoicing includes maintaining a system of cost accounts based on the Project's Work Breakdown Structure (WBS) and to continue to provide monthly invoicing and progress reports for the status of work accomplished. Progress reports will

include a narrative of work accomplished, critical path analysis, identification of issues and description of measures to recover schedule, status of major changes, critical path methods schedule, percent complete and total float for each activity, work plan for next two months and updated planned and actual progress.

Deliverables

- Monthly invoices and progress reports

TASK 1.2 PROJECT MANAGEMENT

Activities

Project Management will include update and maintenance of the Project/Contract Guide following HDR standard requirements. The Project/Contract Guide created for the Preliminary Engineering and Final Design phase of the project will serve as the basis of format, and it will include a detailed plan for management, staffing and schedule. Work items and deliverables shall be identified in accordance with the WBS, and a list of deliverables will be provided. The schedule included in the Project/Contract Guide will identify the critical path and will define the subtasks of Project Management, Agency Coordination, Design/CM Support, Bid Support, and Design Services During Construction.

The Project Guide will cover staffing, scope and relevant CADD standards. Upon SANBAG's approval of the Project/Contract Guide, the HDR team will establish the following items not already addressed during the Preliminary Engineering and Final Design phase of the project:

- ProjectWise Accounts so that the Project Team, including SANBAG and the CM Consultant, have access to all of the project files
- The folder structure so that the team knows where to store and retrieve documents
- A Deliverables Log will track each planned deliverable through its development, including when drafts are expected, scheduling of QC and agency reviews, actual submittal dates, who it was submitted to, when comments were received, and who resolved the comments and when.

Deliverables

- Project Guide

TASK 1.3 QA/QC PLAN AND IMPLEMENTATION

Activities

1.3.1 HDR will follow the DSBPRP Quality Assurance/Quality Control Plan (QA/QC Plan) established for the Final Design phase of the project that addresses procedures for report review, cost estimate checking, plan checking, comment resolution, peer reviews and audits. The QA/QC Plan will address scope elements to meet standard professional

engineering industry practices and will be revised to reflect the new Design/CM Support, Bid Support and DSDC deliverable schedule. The QA/QC Plan will adhere to the HDR Quality Plan and its associated procedures such as QCP-001, QCP-002 and QCP-003.

1.3.2 HDR will continue to implement QA/QC by documenting reviews and retaining copies of check prints and review documents as appropriate for reports, design and preparation of construction documents. HDR will maintain a quality control database of reviews in Folder 3.0 of the DSBPR project folder on ProjectWise and will coordinate with the project team for QC documentation.

1.3.3 Formal QC reviews will be conducted in compliance with requirements of QA/QC Plan at each major deliverable milestone.

1.3.4 Quality Assurance Reviews will be conducted after contract deliverables in compliance with the QA/QC Plan.

Deliverables

- QA/QC review documentation at the request of SANBAG

TASK 1.4 TRAINING AND SAFETY

The Training and Safety task will provide for required safety trainings for staff assigned to visit the job site during the bid support and construction phase. The project management team will check that all subconsultants are properly trained prior to entering the railroad right-of-way. Required trainings will include the following:

Activities

1.4.1 Metrolink Safety Classroom Training

1.4.2 HDR Roadway Worker Project Protection Online Training required for HDR employees

1.4.3 BNSF e-rail Safe Training

Deliverables

- None

TASK 2 - EASTERN MAINTENANCE FACILITY (EMF) DESIGN SUPPORT, BID SUPPORT AND DESIGN SERVICES DURING CONSTRUCTION

TASK 2.1 EMF DESIGN SUPPORT

Activities

2.1.1 Construction Management Procedures Manual (CMPM) Support - HDR will assist the CM Consultant in developing the CMPM by providing background information specific

to the project. HDR will work jointly with the CM Consultant so that the Manual successfully accomplishes the project objectives and incorporates existing Authority/City construction management procedures manuals, QA/QC manuals, safety and environmental compliance manuals and, as appropriate, reference standards from Metrolink, CPUC, BNSF, AREMA, FRA and other local agencies. At the request of SANBAG, HDR will provide input on no less than a quarterly basis as project requirements change, stakeholder contacts are revised or otherwise as needed.

HDR will review the Manual to confirm that it provides a detailed and accurate description of engineering support duties and responsibilities, from pre-construction through post-construction, which shall address:

- Project participant communication contacts
- Chain of command for decision making/approvals
- Documentation, forms and communications
- Project controls – schedule and cost controls
- Meetings and reporting
- Applicable standards and specifications
- Contractor payments and invoicing requirements
- Change management
- Quality, Acceptance and Non-Conformance

2.1.2 Constructability Analysis of the Draft Final Construction Plans & Specifications - HDR will collaborate with the CM Consultant during its review of the Plans and Specifications, environmental reports, proposed bid quantities, geotechnical reports, agency permits, Metrolink and BNSF standards, manuals and specifications, utilities maps and adjacent property agreements. Potential collaboration topics to be encountered include:

- Schedule Reviews: HDR will collaborate with the CM Consultant on developing an independent baseline schedule to provide a basis of comparison with the future contractor's baseline schedule.
- Budget: HDR will provide back up reference documentation and will respond to questions during the CM Consultant's review of the engineer's estimate of probable construction cost. HDR will provide requested justification for the quantities and corresponding unit costs of the work summarized in the 100% engineer's estimate.
- Bid Item Quantities and Descriptions: HDR will collaborate with the CM Consultant and respond to the CM Consultant's questions during its check of quantity calculations for general completeness and accuracy. HDR will also collaborate with the CM Consultant during its examination of the bid item descriptions to verify that bid scope is accurately and clearly defined.
- Bid Documents: HDR will collaborate with the CM Consultant during its review of the specifications to check for both incorporation and compliance with the railroads' requirements.
- Status of Utility Relocation Work: HDR will collaborate with the CM

Consultant, SANBAG and the City of San Bernardino to obtain an updated status on utility relocation work and will assist in providing recommendations on incorporating durations for such utilities work into the project scheduling specifications.

- Final Utility Plans: HDR will incorporate future proposed third party utility relocation plans into final utility plans.
- Right-of-Way, Construction and Encroachment Permits and Third Party Property Agreements: HDR will collaborate with the CM Consultant during its review of the 100% plans to verify that property acquisitions and agreements with all third parties are incorporated.
- Railroad Flagging: HDR will collaborate with the CM Consultant to input the design schedule with flagging resources to determine the number of flagmen needed for construction.

2.1.3 Pre-Final and Final Design Review - HDR will furnish design documentation requested by the CM Consultant during its review of the plans and specifications, which is intended to identify conflicts or errors and to recommend possible solutions for HDR and SANBAG.

2.1.4 Project Construction Schedule - HDR will assist the CM Consultant in preparing a project construction schedule using Primavera Project Planner critical-path method (CPM) scheduling software. Per the CM Consultant's Scope of Services, the schedule will indicate phasing, tasks and sub-tasks (activities) associated with each phase. Milestones, marking any logical interfaces between concurrent projects, will be scheduled along with work sequences.

2.1.5 IFB Package Support - HDR will assist SANBAG and the CM Consultant in preparing the Information For Bidders (IFB) Package. HDR will provide recommended edits in track-changes mode on the Metrolink General and Special Conditions and the Division 1 specifications for approval by SANBAG. HDR will also provide SANBAG with the recommended measurement of payment approach and Bid forms.

Deliverables

- Revised 100% engineer's estimate of probable costs
- All back up calculations used to develop the 100% engineer's estimate of probable costs
- Revised 100% project specific specifications resulting from the CM Consultant's design review comments
- Revised 100% utility plans that incorporate future proposed third party utility relocation plans
- 100% plans, specifications and engineer's estimate of probable costs documents and back up documents requested by SANBAG/ the CM Consultant

Assumptions

- The CM Consultant's review will necessitate revisions to the 100% plans, specifications and engineer's estimate of probable construction costs prior to issuance of the final construction package in late January 2012
- HDR and the CM Consultant will meet on a weekly basis prior to issuance of the final construction package in late January 2012

TASK 2.2 EMF BID SUPPORT

Activities

2.2.1 Respond to Bidder Questions - HDR will assist SANBAG in responding to design-related questions, clarifications or approved equal requests, including questions that could not be addressed at the Pre-Bid meeting.

2.2.2 Assistance in Preparing Addenda - HDR will assist SANBAG in amending or revising the IFB documents by composing written addendum to the IFB package.

2.2.3 Bid Review - HDR will assist SANBAG in reviewing bids for conformance with the project documents. HDR will advise SANBAG of any irregularities in the bids and provide recommendations.

2.2.4 Project Field Walk and Pre-Bid Meeting - A project field walk will be scheduled and performed by SANBAG, HDR, and the CM Consultant in order to introduce Bidders to the Project. HDR will use the field walk to disseminate key proposed design elements within the context of the existing built environment along the rail corridor. HDR also assumes that a half-day pre-bid meeting will be conducted on behalf of SANBAG to disseminate project specific information that is not suitable to be discussed in the field.

2.2.5 Bid Opening - Upon request, HDR will assist SANBAG and the CM Consultant in the preparation of a bidders' inquiry log form and will coordinate designers' responses to bidder questions. HDR will assist SANBAG and the CM Consultant in the establishment of a plan holders drawing log to verify that all bidders receive the same set of documents and responses to bidder questions. Upon request, HDR will attend the bid opening.

Deliverables

- Responses to all design-related questions, clarifications or approved equal requests, including questions that could not be addressed at the Pre-Bid meeting
- Written addendum to the IFB package
- Bid examination input in the form of email correspondence
- Exhibits, plans, agendas and meeting minutes for use during the field walk and pre-bid meeting
- Bidders' inquiry log form
- Email correspondence and comment resolution spreadsheets related to designers' responses to bidder questions

- Plan holders drawing log
- Exhibits, plans, agendas and meeting minutes for use during the Bid Opening

Assumptions

- All questions submitted by qualified bidders will initially be submitted in writing to SANBAG.
- All bidder requests will be received by SANBAG prior the last week of February 2012.
- HDR is not responsible for failure to respond to a written request that was not clearly labeled and received after the published deadline.
- Any request for an approved equal will be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements.
- The burden of proof as to the suitability, equality and compatibility rests solely with the Bidder. HDR and/or SANGAG will be the sole judge as to the suitability, equality and compatibility of the proposed equal.
- Bidders are solely responsible for obtaining any additional information, including addenda from SANBAG's web site or through ARC/Consolidated Reprographics.
- All bids will be submitted on the standard forms provided in the IFB to be issued by SANBAG. In addition, Bidders (as opposed to HDR) will be responsible for ensuring that the Bid forms are properly completed.
- Bidders (as opposed to HDR) will be responsible for any consequences, including disqualification of the Bid, resulting from any inadvertent opening of improperly identified packages.
- HDR will not be responsible for evaluating whether or not a Contractor possesses the required license class at the time of award through Contract acceptance. In addition, HDR will not be responsible for ensuring that all subcontractors comply with the appropriate licensing requirements as identified in the State of California Public Contract Code Section 20103.5.
- HDR will not be responsible for ensuring that each Bid is accompanied by a Bid guaranty.
- HDR will not be responsible for ensuring that the successful Bidder furnishes a Payment and Performance Bond.
- HDR will not be responsible for evaluating contractor compliance with conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California.
- HDR will not be responsible for evaluating contractor compliance with the Federal minimum wage rates predetermined by the United States Secretary of Labor as set forth in the Special Provisions of the EMF IFB.
- HDR will not be responsible for ensuring that Bidders list only one subcontractor for each portion of work as identified in its Bid.
- HDR will not be responsible for ensuring that the Bidder perform work equivalent to a minimum of the total amount of the work with its own forces as prescribed by SANBAG.
- HDR will not be responsible for determining contractor conformance with Title 49 CFR, Part 26, which dictates SANBAG's project specific goal for Underutilized Disadvantaged Business Enterprise (UDBE).

TASK 2.3 EMF DESIGN SUPPORT DURING CONSTRUCTION

Activities

2.3.1 Agency/Project/Utility Coordination and Meetings -HDR will support SANBAG and the CM Consultant by participating with external agencies, jurisdictions and affected utilities during construction. HDR will provide support by attending internal and external coordination meetings.

2.3.2 Construction Progress Meetings/Site Visits - HDR will participate in weekly construction coordination meetings with the SANBAG PM and the CM Consultant in person or via teleconference. HDR will also be available to attend more focused meetings in person or via teleconference for a specific discipline as requested by the SANBAG PM or the CM Consultant. The design team will also attend the pre-construction meeting.

As needed, HDR will visit the site to observe construction or review a field condition that may require a design change. If requested, HDR will attend a project walk through after construction of key infrastructure components.

2.3.3 Response to RFI's - HDR will review and respond to RFI's forwarded from the CM Consultant. HDR will review each RFI and will provide a response to the CM Consultant within five (5) working days. If requested, HDR will use the software system provided by SANBAG to respond to RFI's electronically.

2.3.4 Review of Contractor-Prepared Product Submittals, Product Samples and Certificates of Compliance - HDR will review contractor-prepared shop drawings, product submittals and certificates of compliance and will make a recommendation for action. Review action will conform to the project special provisions. Submittals reviewed by HDR and returned to the CM Consultant will be marked according to the action categories stated in the project special provisions with an inked stamp, signature of the reviewer and the date of submittal review. Currently, these action categories are as follows:

- Conforms.
- Conforms as Noted.
- Make Corrections As Noted.
- Revise and Resubmit.
- Rejected.
- Submit Specified Item.
- No action taken

HDR will review submittals, recommend submittal action and return submittals to the CM Consultant within fifteen (15) working days. HDR will retain one (1) copy of each submittal for its records.

2.3.5 Design Revisions - HDR will prepare revisions to design plans and technical specifications as directed by SANBAG/ the CM Consultant. Such design revisions may

be in response to action required by an RFI, an unforeseen site condition, value-engineering, etc. Design revisions will be prepared in an expeditious manner so as not to cause an abnormal delay to the Contractor's construction sequencing. Revisions will be annotated in a manner directed by the CM Consultant. Design revisions will be transmitted in PDF file format to SANBAG and the CM Consultant.

2.3.6 Prepare Conformed Drawings and Conformed Technical Specification Sections - HDR will incorporate revisions, additions or deletions made to the bid set of project plans and technical specifications from addenda issued by SANBAG during the bid period. The project plans will be noted that they have been conformed with an entry in the revision block of each drawing indicating the conformed date and initials of the designer, design quality control checker, and SANBAG. Conformed drawings would be issued as a single PDF file (or grouped PDF files) printable as full size ANSI "D" (22"x34") drawings and 11"x17" reduced scale drawings.

2.3.7 Prepare As-Builts Drawings From Field Construction Changes - If requested by SANBAG, HDR will prepare CAD-drafted as-built drawings to incorporate changes to the design from the CM Consultant -approved field construction changes. Additionally, HDR will also remove contract change order identification and clouding from drawings revised during the construction phase by CCO. CAD-drafted as-built drawings will be amended with an "AS-BUILT" block or stamp to identify the drawing correctly depicts what was constructed. HDR will follow the format requested by SANBAG.

2.3.8 Geotechnical Field Observations - HDR will observe geotechnical conditions during construction to verify that site conditions are as anticipated, or to provide revised design recommendations, if required. This will include observation of the excavations for the CIDH piles and remedial removals within building and track areas. HDR will attend meetings as needed and will also provide assistance in reviewing contractor submittals and Requests for Information (RFIs).

2.3.9 Public Relations During Construction (Westbound Communications) - HDR will provide public outreach support at the request of SANBAG and the CM Consultant.

Deliverables

Deliverables will be as directed by the SANBAG PM or the CM Consultant and may include, but are not limited to, the following:

- Conformed set of project plans (single PDF file, full and half scale drawings) and conformed technical specification sections, as required
- Written responses to Contractor-submitted RFI's provided via email and, if requested responses via web-based construction management software
- Written recommendations for action to Contractor-submitted product submittals, product samples or certificates of compliance provided via email and, if requested responses via web-based construction management software

- Revised drawings (as required)
- Revised technical specification sections (as required)
- As-built drawings (if requested)

Assumptions

- The fee estimate is for budget purposes. HDR will perform this work on a time and materials basis and will invoice based on effort expanded during the period of performed services. HDR will notify SANBAG if and when there is any indication of not having sufficient funds to complete the project.

TASK 3 - METROLINK CREWHOUSE, VISUAL MESSAGING SYSTEM, PUBLIC ADDRESS SYSTEM, G STREET CROSSING AND DESIGN SUPPORT SERVICES

TASK 3.1 - METROLINK CREWHOUSE, VISUAL MESSAGING SYSTEM, PUBLIC ADDRESS SYSTEM AND G STREET CROSSING

Activities

3.1.1 The MCB will house support areas for the Metrolink train crews, a security office for the DSBPRP and SBTC, a Metrolink communications room (in lieu of a standard communications shelter) and a storage room. The MCB will be located on the City of San Bernardino Economic Redevelopment Corporation property west of the future site of the south parking lot at the SBTC. The MCB will include:

- Entry Check-in Area
- Service Desk
- Job Brief Area
- Copy Area
- Customer Service
- Locker Rooms for Men and Women including a total 80 lockers
- Rest Rooms
- Two Offices
- Kitchenette/ Break Area
- Conference/ Training Room

The building is approximately 4,100 GSF per Exhibit Option 2B-1, which is dated 9-29-11. The project will include a fully operational crew support facility similar in fit and finish to the recently constructed Metrolink transportation building at the EMF in Colton.

The MCB will be designed in two phases consisting of:

- 3.1.1.1 Concept Architecture, Civil, Structural, Mechanical, Electrical & Plumbing (MEP)

- 3.1.1.2 Final Design Architecture, Civil, Structural, Mechanical, Electrical & Plumbing (MEP)

3.1.1.1 Concept Architecture, Civil, Structural, Mechanical, Electrical & Plumbing (MEP)

- Architectural - Several design sketches will be produced to study a range of architectural styles. The variations in architectural themes will be adapted from an economical and utilitarian functions. HDR will coordinate the MCB design with SANBAG and Metrolink for operational and functional requirements.

- Civil - HDR will develop preliminary engineering plans necessary to construct the MCB, including site plans for accessibility, pavement finishes and treatments, engineering plans for precise grading depicting sidewalks and other hardscape surfaces, planters, and utilities; and landscape and irrigation.

- Structural – HDR will prepare structural concept and estimates for the MCB. Potential roof framing options for conceptual planning purposes will be assumed to be un-topped metal deck on steel joist trusses. In order to provide flexibility in incorporating any future inclusion of solar panels or mechanical equipment on the roof superstructure, HDR proposes to use a pre-engineered over-frame system to create the optimal roof slopes for the solar panel system. The over-frame system will be completely designed by the over-frame system manufacturer and will be a deferred submittal, per CBC-Title 24, that can be constructed as a part of this project or in the future depending on budget available at the time of construction. The exterior walls of the MCB will be assumed to be concrete masonry bearing walls. The foundation of the MCB will be comprised of a four- to six-inch thick slab-on-grade with edge beams or monolithic turndown footings. Interior steel columns and exterior bearing walls will be supported on shallow concrete spread footing foundations. The building will be constructed from non-combustible materials for fire safety.

- MEP - The HDR team will prepare concept mechanical, electrical and plumbing plans to support the MCB.

Deliverables

- Conduct a MCB design review with SANBAG and Metrolink for validation of the building program and selection for the desired building appearance.
- Develop preferred design alternative into 30% plans, sections, elevations and materials including a rudimentary diagram of building systems.
- Produce a conceptual cost estimate based on a 30% cost estimate (Design contingency of 30%).
- Concept site grading, paving and utility plans.
- Provide MCB conceptual structural system alternatives.
- Provide preliminary mechanical, electrical and plumbing system design for the MCB.
- Provide area and landscape lighting in the vicinity of the MCB.

3.1.1.2 Final Design Architecture, Civil, Structural, Mechanical, Electrical & Plumbing (MEP)

HDR will include comments from the SANBAG review of the 30% concept design and develop design to a 90% level for SANBAG review and submittal for a building permit to the City of San Bernardino. Upon receipt of comments, HDR will finalize the design into a comprehensive set of 100% final design bid documents. Final design will include necessary final specifications and a probable cost estimate. Final plans will also be provided to address storm water, drainage, and the Water Quality Management Plan (WQMP).

Deliverables

- Refined and detailed MCB design with Metrolink, SANBAG operational requirements, structural, mechanical, electrical, lighting, communications, security, plumbing, civil engineers and landscape architect.
- Provide final probable cost estimate.
- Provide 90% and final design drawings.

Assumptions

The following items are not included in this Scope of Services but can be added to the scope in an "ala-carte" fashion:

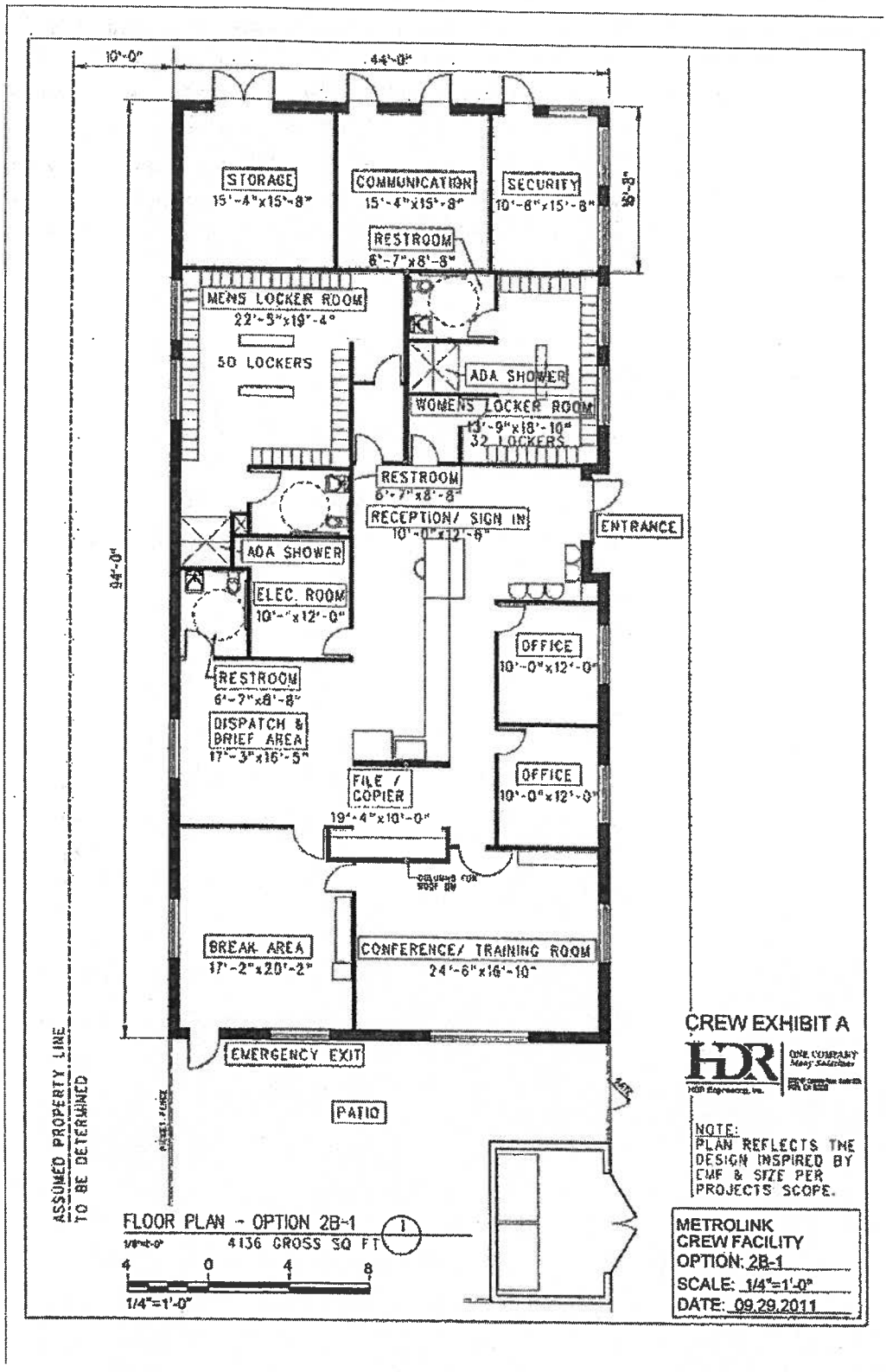
- Architectural lighting
- Building information modeling (BIM)
- Post occupancy evaluation
- Tenant improvement services
- 3D animations
- Photography
- Relocation strategies and planning (eg. relocating facilities and personnel)
- Office furniture and equipment (type and quality)

3.1.1.3 Permits and Approvals

HDR will provide permitting assistance to SANBAG by managing permitting efforts based on regulatory requirements and direction from SANBAG. HDR will identify, consistent with a preliminary level of design development, anticipated permitting requirements for design and construction of the MCB. Support for permitting activities will include engineering drawings, sketches, technical memoranda, visual presentation materials, and attendance at presentations and coordination meetings.

Deliverables

- Permitting Requirement Matrix
- Regulatory Permits



3.1.2 Visual Messaging Systems /Public Address Design - In keeping with the Scope of Services approved in Contract Amendment No. 3, Section 6.4.6 *Platform Security, the*

Public Address System and Visual Messaging System (also known as the Electronic Passenger Information System – "EPIS") for the DSBPRP, were assumed to be furnished and installed by Metrolink. It was assumed that SANBAG would be responsible for providing the necessary infrastructure to support these items and such responsibility was limited to conduit layout and power supply. In accordance with that scope, the conduit layouts to the poles and canopies were shown in the current contract drawings. It was assumed that Metrolink would decide the final location of the equipment on the platforms and perform necessary systems design, furnish and install the equipment and make the necessary connections in the field and the "back office" to their existing systems and in a manner as required to result in operational PA and VMS systems to support this extension of Metrolink's passenger rail system.

However, recently, Metrolink now requires SANBAG's contractor to provide all necessary equipment, conduits, power and interface within the stations. Additionally, SANBAG has yet to enter into a cost reimbursement agreement with Metrolink. The final negotiation of the cost reimbursement agreement may require additional changes to the design and delivery approach described herein. In light of this development, the HDR team must now prepare a design that was neither anticipated nor included in the originally proposed scope and fee for the DSBPRP.

3.1.2.1 Visual Messaging Systems (VMS) - The primary objective of the visual messaging system (VMS) is to provide patrons with real-time information regarding train movement within the Metrolink system. The visual messages will be displayed on destination sign units (DSUs) and audio messages will be broadcast using the station PA system. The LCD based monitors will provide train schedule to patrons in the pedestrian overcrossing and near ticket vending machines (TVMs), and in the Omnitrans bus facility customer service lobby.

Each station is equipped with destination sign units as per Metrolink standards. All DSUs on the same side of the platform will display identical messages. The information regarding the approaching train will be continuously displayed. The VMS will receive information from the Metrolink Operations Center (MOC) through the Metrolink backbone system. The VMS will consist of LCD monitors, LED signs, network media players, strobe lights, servers, distribution amplifiers, fiber optic video transmitters and receivers, and related accessories.

Deliverables

- Preliminary (35% design) drawings and cost estimate
- Advanced preliminary (60% design) drawings and cost estimate
- 90% design drawings, Specifications and cost estimate
- Construction (100%) drawings, specifications and cost estimate

3.1.2.2 Public Address System - Public address system will be provided at the Santa Fe

Depot and SBTC platforms to allow Metrolink operating personnel to make public announcements. The design will be performed as per Metrolink criteria and specifications.

The PA system will be divided into broadcast zones so that the announcements can only be broadcast to those areas where there would be people impacted by the announcement. The control panel/interface will be provided in the security booth/emergency management panel to allow the Metrolink or SANBAG personnel to make announcements.

The PA system will be designed to allow both manual and automatic announcements.

a) Automatic Announcements: Automatic announcements can be initiated by the following elements and chimes can be set as per Metrolink criteria:

- Elevator Service Request: Initiated if the security agent does not respond within 90 seconds of the elevator service request
- Security Personnel's Control Panel: Programmed voice and tone messages either one time or continuous
- VMS: Programmed voice messages announcing approaching and departing trains

b) Manual Announcements: The following are the various means of making manual announcements over the station public address system:

- From the MOC: Personnel at the MOC will have the capability of broadcasting announcements to all platforms, groups of platforms on a particular line or any individual platform. The broadcast source will not be distinguishable to those hearing the broadcast.
- From the Security Room: The PA control panel gives the security personnel the ability to select announcement zones and make manual announcements. The security personnel may also initiate pre-programmed announcements. Any zone selection by the security personnel would not interfere with automatic announcements sent to all zones.
- From the EMP: The emergency announcements can be made through the EMP.

c) Announcement Priority: In general, emergency conditions take precedence over routine announcements. The announcement priorities from highest to lowest will be programmed as per Metrolink and SANBAG criteria. The priority will be as follows:

Priority Level	Input
First	From the EMP
Second	From the MOC

Third	Pre-recorded announcements

The PA system equipment will be rack mounted and will be housed in the communications house at each station. This equipment includes but is not limited to:

- Ethernet switches, speakers, priority controllers for announcements
- Compression amplifiers used to compensate for signal level input variations
- Additional equipment including industrial computer and transient voltage suppressor

The following drawings will be prepared:

- Santa Fe riser diagram
- SBTC riser diagram
- PA mounting detail (typical)
- PA installation detail (typical)
- Typical block diagram for PA system
- VMS layout drawing for SBTC platform
- VMS layout drawing for Santa Fe Depot platform
- Cabinet layout at Santa Fe Depot
- Cabinet layout at SBTC
- Cable and conduit schedule for Santa Fe Depot
- Cable and conduit schedule for SBTC
- Cable and conduit layout for power and communications for Santa Fe Depot platform
- Cable and conduit layout for power and communications for SBTC platform
- Other drawings as required

Deliverables

- Preliminary (35% design) drawings and cost estimate
- Advanced preliminary (60% design) drawings and cost estimate
- 90% design drawings, specifications and cost estimate
- Construction (100%) drawings, specifications and cost estimate

3.1.3 G Street Crossing/ROW/Site Modifications - As part of mitigation measures what mitigation measures? How were they approved and who approved them? to reconfigure and fix the alignment of the F Street intersection, HDR will modify design of G Street and the crossing, expand site development plans for the property north of the tracks and west of the proposed Omnitrans Bus Facility (Affaitati property) to reconfigure onsite parking and provide for a pedestrian circulation walkway to G Street. Additionally, this task will include the redesign of relocation of the proposed storm water detention basin within the parking area of the baseball stadium parking lot.

Activities

- Grade crossing will be redesigned to eliminate quad-gates, driveways, storm drains, and limit extent of the G Street improvements.
- Improvements to the Affaitati property including grading, site layout, drainage, site lighting, landscaping and security fencing.
- Attend meeting with property owner to discuss improvements.
- Provide right-of-way services
- Participate in a site diagnostic meeting with project stakeholders (City of San Bernardino, CPUC, SCRRA, BNSF)
- Revise the draft G.O. 88-B submittal to the CPUC and exhibits
- Track typical sections will be modified
- Track roadbed models will be revised

Deliverables

- Revised contract documents
- Revised technical specification sections (as required)
- Provide improvement plans for the redesign of the parking lot including grading, layout, drainage, site lighting and security fencing.

Assumptions

- The site layout will be generally as shown in the SBTC design meeting held on December 30, 2011.
- Site security camera design is excluded from this scope.

3.1.4 Construction Management Procedures Manual (CMPM) Support - HDR will assist the CM Consultant in developing the CMPM by providing background information specific to the project. HDR will work jointly with the CM Consultant to confirm that the Manual successfully accomplishes the project objectives and incorporates existing Authority/City construction management procedures manuals, QA/QC manuals, safety and environmental compliance manuals and, as appropriate, reference standards from Metrolink, CPUC, BNSF, AREMA, FRA and other local agencies. At the request of

SANBAG, HDR will provide input on no less than a quarterly basis as project requirements change, stakeholder contacts are revised or otherwise as needed.

HDR will review the Manual to confirm that it provides a detailed and accurate description of engineering support duties and responsibilities, from pre-construction through post-construction, which shall address:

- Project participant communication contacts
- Chain of command for decision making/approvals
- Documentation, forms and communications
- Project controls – schedule and cost controls
- Meetings and reporting
- Applicable standards and specifications
- Contractor payments and invoicing requirements
- Change management
- Quality, Acceptance and Non-Conformance

3.1.5 Constructability Analysis of the Draft Final Construction Plans & Specifications - HDR will collaborate with the CM Consultant during its review of the Plans and Specifications, environmental reports, proposed bid quantities, geotechnical reports, agency permits, Metrolink and BNSF standards, manuals and specifications, utilities maps and adjacent property agreements. Potential collaboration topics to be encountered include:

- Schedule Reviews: HDR will collaborate with the CM Consultant on developing an independent baseline schedule to provide a basis of comparison with the future contractor's baseline schedule.
- Budget: HDR will provide back up reference documentation and will respond to questions during the CM Consultant's review of the engineer's estimate of probable construction cost. HDR will provide all requested justification for the quantities and corresponding unit costs of the work summarized in the 100% engineer's estimate.
- Bid Item Quantities and Descriptions: HDR will collaborate with the CM Consultant and respond to the CM Consultant's questions during its check of quantity calculations for general completeness and accuracy. HDR will also collaborate with the CM Consultant during its examination of the bid item descriptions to verify that bid scope is accurately and clearly defined.
- Bid Documents: HDR will collaborate with the CM Consultant during its review of the specifications to check for both incorporation and compliance with the railroads' requirements.
- Status of Utility Relocation Work: HDR will collaborate with the CM Consultant, SANBAG and the City of Colton (if necessary) to obtain an updated status on utility relocation work and will assist in providing recommendations on incorporating durations for such utilities work into the project scheduling specifications.

- Right-of-Way, Construction and Encroachment Permits and Third Party Property Agreements: HDR will collaborate with the CM Consultant during its review of the 100% plans to verify that property acquisitions and agreements with all third parties are incorporated.
- Railroad Flagging: HDR will collaborate with the CM Consultant to input the design schedule with flagging resources to determine the number of flagmen needed for construction.

3.1.6 Pre-Final and Final Design Review - HDR will furnish design documentation requested by the CM Consultant during its review of the plans and specifications, which is intended to identify conflicts or errors and to recommend possible solutions for HDR and SANBAG.

3.1.7 Project Construction Schedule - HDR will assist the CM Consultant in preparing a project construction schedule using Primavera Project Planner critical-path method (CPM) scheduling software. Per the CM Consultant's Scope of Services, the schedule will indicate phasing, tasks and sub-tasks (activities) associated with each phase. Milestones, marking any logical interfaces between concurrent projects, will be scheduled along with work sequences.

Deliverables

- Revised 100% engineer's estimate of probable costs.
- All back up calculations used to develop the 100% engineer's estimate of probable costs.
- Revised 100% project specific specifications resulting from the CM Consultant's design review comments.
- Revised 100% utility plans that incorporate future proposed third party utility relocation.
- 100% plans, specifications and estimate of probable costs documents and back up documents requested by SANBAG/ the CM Consultant.

Assumptions

- HDR and the CM Consultant will meet on a weekly basis prior to issuance of the final construction package in late May 2012.
- PB will be responsible for preparation and control of preparation of the IFB Package including Special and General Provisions and Division 1 specifications with input from HDR.

3.1.8 Response to Stakeholder Comments and Coordination - HDR will support SANBAG and the City of San Bernardino by providing continued coordination with external agencies, jurisdictions and affected utilities during design development, environmental process, and property acquisition. HDR shall also maintain coordination documents as part of the reference data utilized during the design. Lastly, HDR will provide support through arranging and attending internal and external coordination meetings.

HDR will continue to schedule and organize meetings with Metrolink, BNSF and Amtrak to develop consensus on design issues related to track, platform, communication, signaling and operations. Meetings will be scheduled on an as needed basis and will take place at Metrolink, Amtrak or SANBAG headquarters. HDR will be responsible for developing agendas, exhibits, PowerPoint presentations and meeting minutes for all associated meetings.

HDR will schedule and lead comment resolution meetings after the 100% final design submittal. HDR will disseminate hardcopy plan sets to the various project stakeholders following each design submittal for subsequent review and comment. Project stakeholders will be encouraged to summarize their design review comments in a standard Metrolink design review comment matrix to better organize comments. HDR will provide responses for each design review comment and will conduct comment resolution meetings with stakeholders to develop consensus on comments requiring further discussion. The HDR team will be responsible for developing agendas, exhibits, PowerPoint presentations and meeting minutes for associated meetings.

Deliverables

- Completed design review comment spreadsheets that include stakeholder comments & designer responses
- Scanned design review redlines from stakeholders in PDF format

Assumptions

- None

3.1.9 General/Special Provisions/IFB Documents - HDR will assist SANBAG and PB in preparing the Information For Bidders (IFB) Package. HDR will provide recommended edits in track-changes mode on the Metrolink General and Special Conditions for approval by SANBAG. HDR will also provide SANBAG with the recommended measurement of payment approach and Bid forms.

Deliverables

- EMF and DSBPRP general provisions comments
- EMF and DSBPRP special provisions comments

Assumptions

- SANBAG and the CM Consultant will review all suggested revisions to the EMF and DSBPRP general and special provisions and take the lead in finalizing those documents.

3.1.10 Division 01 Specifications - HDR will provide input of recommended revisions to the Division 01 specifications to SANBAG and the CM Consultant who will take the lead in making revisions to finalize the IFB Package. HDR will coordinate and assist SANBAG

and the CM Consultant to resolve and address project related specifications.

Deliverables

- EMF and DSBPRP Division 01 document comments

Assumptions

- SANBAG and the CM Consultant will review all suggested revisions to the Division 01 and take the lead in finalizing those documents.

3.1.11 Additional Surveying Support - HDR will provide surveying support to coordinate with and respond to questions from the CM Consultant's surveyor.

Deliverables

- Responses to questions

TASK 3.2 DSBPRP BID SUPPORT

Activities

3.2.1 Respond to Bidder Questions - HDR will assist SANBAG in responding to design-related questions, clarifications or approved equal requests, including questions that could not be addressed at the Pre-Bid meeting.

3.2.2 Assistance in Preparing Addenda - HDR will assist SANBAG in amending or revising the IFB documents by composing written addendum to the IFB package.

3.2.3 Bid Review - HDR will assist SANBAG in reviewing bids for conformance with the project documents. HDR will advise SANBAG of any irregularities in the bids and provide recommendations.

3.2.4 Project Field Walk and Pre-Bid Meeting - A project field walk will be scheduled and performed by SANBAG, HDR, and the CM Consultant in order to introduce Bidders to the Project. HDR will use the field walk to disseminate key proposed design elements within the context of the existing built environment along the rail corridor. HDR also assumes that a half-day pre-bid meeting will be conducted on behalf of SANBAG to disseminate project specific information that is not suitable to be discussed in the field.

3.2.5 Bid Opening - Upon request, HDR will assist SANBAG and the CM Consultant in the preparation of a bidders' inquiry log form and will coordinate designers' responses to bidder questions. HDR will assist SANBAG and the CM Consultant in the establishment of a plan holders drawing log to verify that all bidders receive the same set of documents and responses to bidder questions. Upon request, HDR will attend the bid opening.

Deliverables

- Responses to all design-related questions, clarifications or approved equal requests, including questions that could not be addressed at the Pre-Bid meeting
- Written addendum to the IFB package
- Bid examination input in the form of email correspondence
- Exhibits, plans, agendas and meeting minutes for use during the field walk and technical workshop
- Exhibits, plans, agendas and meeting minutes for use during the Pre-Bid meeting
- Bidders' inquiry log form
- Email correspondence and comment resolution spreadsheets related to designers' responses to bidder questions
- Plan holders drawing log
- Exhibits, plans, agendas and meeting minutes for use during the Bid Opening

Assumptions

- All questions submitted by qualified bidders will initially be submitted in writing to SANBAG.
- All bidder requests will be received by SANBAG prior the last week of February 2012.
- HDR is not responsible for failure to respond to a written request that was not clearly labeled and received after the published deadline.
- Any request for an approved equal will be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements.
- The burden of proof as to the suitability, equality and compatibility rests solely with the Bidder. HDR and/or SANGAG will be the sole judge as to the suitability, equality and compatibility of the proposed equal.
- Bidders are solely responsible for obtaining any additional information, including addenda from SANBAG's web site or through ARC/Consolidated Reprographics.
- All bids will be submitted on the standard forms provided in the IFB to be issued by SANBAG. In addition, Bidders (as opposed to HDR) will be responsible for ensuring that the Bid forms are properly completed.
- Bidders (as opposed to HDR) will be responsible for any consequences, including disqualification of the Bid, resulting from any inadvertent opening of improperly identified packages.
- HDR will not be responsible for evaluating whether or not a Contractor possesses the required license class at the time of award through Contract acceptance. In addition, HDR will not be responsible for ensuring that all subcontractors comply with the appropriate licensing requirements as identified in the State of California Public Contract Code Section 20103.5.
- HDR will not be responsible for ensuring that each Bid is accompanied by a Bid guaranty.
- HDR will not be responsible for ensuring that the successful Bidder furnishes a Payment and Performance Bond.
- HDR will not be responsible for evaluating contractor compliance with conditions of

the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California.

- HDR will not be responsible for evaluating contractor compliance with the Federal minimum wage rates predetermined by the United States Secretary of Labor as set forth in the Special Provisions of the EMF IFB.
- HDR will not be responsible for ensuring that Bidders list only one subcontractor for each portion of work as identified in its Bid.
- HDR will not be responsible for ensuring that the Bidder perform work equivalent to a minimum of the total amount of the work with its own forces as prescribed by SANBAG.
- HDR will not be responsible for determining contractor conformance with Title 49 CFR, Part 26, which dictates SANBAG's project specific goal for Underutilized Disadvantaged Business Enterprise (UDBE).

TASK 3.3 DSBPR DESIGN SUPPORT DURING CONSTRUCTION

Activities

3.3.1 Agency/Project/Utility Coordination and Meetings

HDR will support SANBAG and the CM Consultant by participating with external agencies, jurisdictions and affected utilities during construction. HDR will provide support by attending internal and external coordination meetings.

3.3.2 Construction Progress Meetings/Site Visits

HDR will participate in weekly construction coordination meetings with SANBAG and the CM Consultant in person or via teleconference. HDR will also be available to attend more focused meetings in person or via teleconference for a specific discipline as requested by SANBAG or the CM Consultant. The design team will also attend the pre-construction meeting.

As needed, HDR will visit the site to observe construction or review a field condition that may require a design change. If requested, HDR will attend a project walk through after construction of major design features.

3.3.3 Response to RFI's

HDR will review and respond to RFI's forwarded from PB. HDR will review each RFI and provide a response to the CM Consultant within five (5) working days. If requested, HDR will use the software system provided by SANBAG to respond to RFI's electronically.

3.3.4 Review of Contractor-Prepared Product Submittals, Product Samples and Certificates of Compliance

HDR will review contractor-prepared shop drawings, product submittals and certificates

of compliance and make a recommendation for action. Review action will conform to the project special provisions. Submittals reviewed by HDR and returned to the CM Consultant will be marked according to the action categories stated in the project special provisions with an inked stamp, signature of the reviewer and the date of submittal review. Currently, these action categories are as follows:

- Conforms.
- Conforms as Noted.
- Make Corrections As Noted.
- Revise and Resubmit.
- Rejected.
- Submit Specified Item.
- No action taken

HDR will review submittals, recommend submittal action and return submittals to the CM Consultant within fifteen (15) working days. HDR will retain one (1) copy of each submittal for its records.

3.3.5 Design Revisions

HDR will prepare revisions to design plans and technical specifications as directed by SANBAG/ the CM Consultant. Such design revisions may be in response to action required by an RFI, an unforeseen site condition, value-engineering, etc. Design revisions will be prepared in an expeditious manner so as not to cause an abnormal delay to the Contractor's construction sequencing and revisions will be annotated in a manner directed by the CM Consultant. Design revisions will be transmitted in PDF file format to SANBAG and the CM Consultant.

3.3.6 Prepare Conformed Drawings and Conformed Technical Specification Sections

HDR will incorporate revisions, additions or deletions made to the bid set of project plans and technical specifications from addenda issued by SANBAG during the bid period. The project plans will be noted that they have been conformed to an entry in the revision block of each drawing indicating the conformed date and initials of the designer, design quality control checker, and SANBAG. Conformed drawings would be issued as a single PDF file (or grouped PDF files) printable as full size ANSI "D" (22"x34") drawings and 11"x17" reduced scale drawings.

3.3.7 Prepare As-Builts Drawings From Field Construction Changes

If requested by SANBAG, HDR will prepare CAD-drafted as-built drawings to incorporate changes to the design from the CM Consultant -approved field construction changes. Additionally, HDR will also remove contract change order identification and clouding from drawings revised during the construction phase. CAD-drafted as-built

drawings will be amended with an "AS-BUILT" block or stamp to identify the drawing correctly depicts what was constructed. HDR will follow the format requested by SANBAG.

3.3.8 Geotechnical Field Observations

HDR will observe geotechnical conditions during construction to verify that site conditions are as anticipated, or to provide revised design recommendations, if required. This will include observation of the excavations for the CIDH piles and remedial removals within building and track areas. HDR will attend meetings as needed and will also provide assistance in reviewing contractor submittals and Requests for Information (RFIs).

3.3.9 Communications and Signal Support

HDR will provide DSDC including, but not limited to the follow tasks:

- Review Contractor's signaling submittals and RFI's during construction
- Review Contractor's communications and signals factory test, interim test, and final in-service test submittals
- Vital logic controller (VHLC) and Electrocode software development and configuration management for affected control points
- Rack test VHLC and Electrocode software with Contractor's signal engineer
- Obtain ATCS data radio license for new control points
- Coordinate EOF dispatch system changes
- On-site technical support during cutover

3.3.10 Public Relations During Construction

HDR will provide public outreach support at the request of SANBAG and the CM Consultant.

Deliverables

Deliverables will be as directed by SANBAG or the CM Consultant and may include, but are not limited to, the following:

- Conformed set of project plans (single PDF file, full and half scale drawings) and conformed technical specification sections, as required
- Written responses to Contractor-submitted RFI's provided via email and, if requested responses via web-based construction management software
- Written recommendations for action to Contractor-submitted product submittals, product samples or certificates of compliance provided via email and, if requested responses via web-based construction management software
- Revised drawings (as required)
- Revised technical specification sections (as required)
- As-built drawings (as requested)

Assumptions

- None

Downtown San Bernardino Passenger Rail Project

ATTACHMENT 2 - FEE: HDR TEAM

Task Description Burdened Average Hourly Rate (Calendar Yr 2012)	TOTAL FEE HDR Engineering, Inc. (HDR)	TOTAL FEE PRE Engineering (PRE)	TOTAL FEE WESTBOUND COMMUNICATIONS (WC)	TOTAL FEE Project Design Consult. (PDC)	TOTAL PROJECT FEE
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION	**$576,946**	**$10,218**	**$0**	**$0**	**$587,164**
TASK 2: EMF					
Task 2.1 - EMF DESIGN/CM SUPPORT	$176,606	$0	$0	$0	$176,606
Task 2.2 - EMF BID SUPPORT	$97,310	$0	$0	$0	$97,310
Task 2.3 - EMF DESIGN SUPPORT DURING CONSTRUCTION	$486,679	$0	$26,056	$0	$512,735
TASK 2 - SUB-TOTAL	**$760,595**	**$0**	**$26,056**	**$0**	**$786,651**
TASK 3: DSBPRP					
Task 3.1 - DSBPRP DESIGN SUPPORT	$847,169	$0	$0	$51,804	$898,973
Task 3.2 - DSBPRP BID SUPPORT	$142,514	$0	$0	$0	$142,514
Task 3.3 - DSBPRP DESIGN SUPPORT DURING CONSTRUCTION	$1,015,707	$279,924	$51,260	$0	$1,346,891
TASK 3 - SUB-TOTAL	**$2,005,391**	**$279,924**	**$51,260**	**$51,804**	**$2,388,379**
BUDGET FOR ODC'S	**$140,000**	**$2,500**	**$20,000**	**$0**	**$162,500**
TOTAL FEE	**$3,482,931**	**$292,643**	**$97,316**	**$51,804**	**$3,924,694**

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: January 4, 2012

Subject: Award of Construction Management Services for Contract C12009 and C12178

Recommendation:*

1.) Award Contract No. C12009 Construction Management Services for the Downtown San Bernardino Passenger Rail Project (DSBPRP) to Parsons Brinckerhoff for a total not-to-exceed amount of $6,262,324.72.

2.) Award Contract No. C12178 Construction Management Services for the Omnitrans Bus Facility at the San Bernardino Transit Center to Parsons Brinckerhoff for a total not-to-exceed amount of $683,755.00.

3.) Due to the anticipated length of construction, approve the term of Contract C12009 & C12178 to December 31, 2015 which exceeds the three-year contract term identified in SANBAG's Procurement Policy 11000.

4.) Approve Budget Amendment in the amount of $6,262,325 to be funded by previously unallocated Local Transportation Funds (LTF), increasing the Task No. 38012000 Redlands Rail.

Background: On September 7, 2011, the Board authorized the release of RFP 12009 for Construction Management Services for the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Omnitrans Bus Facility at the San Bernardino

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1201c-maa
Attachments: BRD1201c1-maa
BRD1201c2-maa; BRD1201c3-maa

Transit Center. The DSBPRP also includes the expansion of the Metrolink Eastern Area Maintenance facility in the City of Colton.

As a result the consultant selection process, SANBAG received three proposals on October 6, 2011 from Parsons Brinckerhoff (PB), RailPros, and JL Patterson (JLP). An evaluation panel comprised of agency staff members from SANBAG, LACMTA, SCRRA, and North County Transit District reviewed the proposals and conducted interviews on October 23, 2011. As a result of this process, the panel unanimously ranked PB first, RailPros second, and JLP third. Therefore, the panel recommended that Parsons Brinckerhoff be awarded C12009 for the requested construction management services. PB's strengths included a more diverse team needed for such a complex project, thoroughly addressing project issues, and developing an approach to help achieve the project schedule while limiting the number of staff needed. The PB project manager had a more broad expertise spanning not only railroad issues but architectural, the main task leaders had more specific experience needed to address the railroad, civil, and architectural components and their respective interaction, PB took no exceptions to the contract which included a lower field hourly rate for staff, and in general, PB has extensive experience performing construction management service on dozens of similar complex projects. The evaluation template that was used for the consultant selection is included as Attachment 1 to this Agenda Item.

Upon final review of the scope of services it was determined by SANBAG staff and County Counsel that the contract be split between the Downtown San Bernardino Passenger Rail Project (C12009) and the Omnitrans Bus Facility (C12178). The scopes for C12009 and C12178 are included as Attachment 2 and 3 respectively to this agenda item.

Financial Impact: This item is not consistent with the currently adopted FY2011/12 SANBAG Budget. Approval of Contract No. C12009 will require a budget amendment increasing Task No. 38012000 Redlands Rail in the amount of $6,262,325 using previously Valley Unallocated Local Transportation Funds (LTF). Contract No. C12178 will be funded by Task No. 38212000 San Bernardino Transit Center under a separate reimbursement agreement with Omnitrans and the San Bernardino Economic Development Corporation, SANBAG Receivable Contract C12117. A budget amendment authorizing the use of these funds was approved by the SANBAG Board on October 5, 2011.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on December 15, 2011 and unanimously recommended. Both contracts have been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1201c-maa
Attachments: BRD1201c1-maa
BRD1201c2-maa; BRD1201c3-maa

Consultant: _____

Evaluator: _____ Date: _____

SANBAG
RFP C12009 & C12178
Downtown San Bernardino Passenger Rail Project - CM Services

Proposal Sections	Maximum Possible Score	Score
Section 1 - Qualifications		
Qualification of Project Manager - The PM should have a diverse background since this is a complex project and not just a railroad project.	13	
Qualification of Prime Consultant	5	
Qualification of Subconsultants	3	
Continuity of Consultant Team - Has the team worked together, either with the prime consultant or with each other?	2	
Demonstration of how experience relates to this project and key team members. It is important that the proposed team members have worked on the projects shown as related experience projects.	2	
Subtotal	**25**	
Section 2 - Organizational Structure		
Is the organization structure clear as to the relationships with task leaders and team members?	3	
Staff Availability - Is there a commitment to staff the project appropriately?	2	
Subtotal	**5**	
Section 3 - Work Plan		
Understanding and Approach - Is there a clear description that demonstrates significant project issues with solutions? Is there a good approach dealing with the schedule constraints? This write-up should not include the Scope of Services items nor qualifications.	25	
Scope of Services and Deliverables - While not required, the consultant should have prepared an expanded Scope as compared to the RFP Scope. It should have relative detail that shows that the consultant has given considerable thought to what is needed? The Scope should be prepared from teh Understanding and Approach and not blended together.	10	
QA/QC Process	5	
Schedule - Is there sufficient detail that is connected with Scope?	5	
Subtotal	**45**	
Proposal Subtotal	**75**	
Interview		
Demonstration of Team's Expertise	5	
Work Plan - Understanding and Approach - Identified Issues and Solutions	10	
Responsiveness to Questions	10	
Interview Subtotal	**25**	
Total	**100**	

BRD1201c1-maa

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CONTRACT SUMMARY SHEET

Contract No. C 12009 Amendment No. _____

By and Between

San Bernardino Associated Governments and PARSONS BRINCKERHOFF

Contract Description Construction Management Services for the Downtown San Bernardino Passenger Rail Project

Board of Director's Meeting Date: January 4, 2012

Overview of BOD Action: 1.) Award Contract No. C12009 Construction Management Services for the Downtown San Bernardino Passenger Rail Project (DSBPRP) to Parsons Brinkerhoff for a total not-to-exceed amount of $6,262,324.72. **3.)** Due to the anticipated length of construction, approve the term of Contract C12009 & C12178 to 12/31/2015 which exceeds the three-year contract term identified in SANBAG's Procurement Policy 11000.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	6,262,324.72	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	6,262,324.72	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	6,262,324.72

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/8/2011	12/31/2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No.

☒ A Budget Amendment is required for task 38012000

How are we funding current FY? $6,262,324.72 LTF Rail (unallocated)

☐ Federal Funds	☒ State Funds	☐ Local Funds	☐ TDA Funds	☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

LTF Rail

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature Mitch Alderman	12/15/11 Date	Project Manager Signature	12/15/11 Date
Chief Financial Officer Signature	12/16/11 Date	Contracts Manager Signature	Date

Approved 12/15/11

Exhibit "A"
SANBAG Contract No. C12009
Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Projects
Construction Management Scope of Services

Task 1 – Pre-Construction Services

1.1 Construction Management Procedures Manual (CMPM)

Develop a CMPM acceptable to the SANBAG (Authority). The CMPM will be specific to this project. It will be used to successfully accomplish the project objectives and will incorporate existing Authority/City construction management procedures manuals, QA/QC manuals, safety and environmental compliance manuals and, as appropriate, reference standards from Southern California Regional Rail Authority (SCRRA), California Public Utilities Commission (CPUC), Burlington Northern Santa Fe Railway (BNSF), American Railway Engineering and Maintenance of Way Association (AREMA), Federal Railroad Administration (FRA), Omnitrans, City of San Bernardino (City), and other stakeholders. A living document, it will be updated quarterly as project requirements change, stakeholder contacts are revised, or otherwise as needed.

The CMPM will provide a detailed description of construction management duties and responsibilities, from pre-construction through post-construction, which shall address:

- Project participant communication contacts;
- Chain of command for decision making/approvals;
- Documentation, forms and communications;
- Project controls – schedule and cost controls;
- Meetings and reporting;
- Inspections, coordination;
- Applicable standards and specifications;
- Contractor payments and invoicing requirements;
- Change management;
- Quality Acceptance and Non-Conformance.

1.2 Constructability Analysis of the Draft Final Construction Plans and Specifications

Collaborate with the Designer of Record (Designer) in reviewing the plans and specifications, environmental reports, estimates, proposed bid quantities, geotechnical reports, agency permits; SCRRA, BNSF, and Omnitrans standards, manuals and specifications; utilities maps and adjacent property agreements to provide a review of potential issues. Topics to be examined are:

- Schedule Reviews: Develop an independent baseline schedule to provide a basis for comparison contractor's baseline schedule.
- Budget: Review the Designer's estimate of probable construction cost and, if appropriate, justify the quantities proposed and corresponding unit costs of the work.
- Bid Item Quantities and Descriptions: Check quantity calculations by the Designer for general completeness and accuracy. Also examine the bid item descriptions to

verify that bid scope is accurately and clearly defined.

- Bid Documents: Review the specifications to check for both incorporation and compliance with the railroads' requirements.
- Status of Utility Relocation Work: Collaborate with the Designer, the Authority and City to obtain an updated status on utility relocation work. Provide recommendations on incorporating durations for such utilities work into the project scheduling specifications.
- Right-of-Way, Construction and Encroachment Permits, and Third Party Property Agreements: Review the plans to verify that property acquisitions and agreements with all third parties are incorporated.
- Railroad Flagging: Input the schedule with flagging resources to determine the number of flagmen needed for construction.

1.3 Pre-Final and Final Design Review

Review all design documentation produced by the Engineer of record (and other designers) intended for tendering of competitive bids for construction contracts. The intent is to identify conflicts or errors and recommend possible solutions for the designers and the Authority.

1.4 Project Construction Schedule

Prepare a Project Construction Schedule using Primavera Project Planner critical-path method (CPM) scheduling software. The schedule will indicate phasing, tasks and sub-tasks (activities) associated with each phase. Milestones, marking any logical interfaces between concurrent projects, will be scheduled along with work sequences.

1.5 Support Bid/Award

Advertise and Bid Opening: Prepare a bidders' inquiry log form. Coordinate designers' responses to bidder questions with Engineer of record. Establish a planholders drawing log to verify that all bidders receive the same set of documents and responses to bidder questions. Conduct a pre-bid conference with Designer's and Authority's assistance. Attend the bid opening with the Designer and Authority, and assist in evaluating the bids.

Bid Evaluation and Award: Conduct a thorough bid examination that will include organizing, analyzing and checking bidders' responses to the bid items to evaluate responsiveness of the bids and to identify the apparent low bidder. Advise the Authority if the contract can be awarded to the apparent low bidder or, if any irregularity exists, recommend a remedy.

Procurement Assistance: Assist in the Authority's evaluation of whether or not to pre-procure bid items and, if it is determined that some bid items will be pre-procured, then assist in evaluating the bid items which should be pre-procured.

1.6 Conduct a Pre-Condition Survey

Conduct a field investigation of the work site to be demolished or newly constructed/reconstructed including all affected properties that comprise the project. Review as-built records and utility company/governmental agency official records to identify interfering facilities and appurtenances.

1.7 Document Existing Conditions

Both photographic and video means will be utilized to record the project's site conditions as they exist prior to commencement of construction.

Prior to the start of construction, take photos of areas of the Project to define existing conditions to the satisfaction of Authority. During construction, take photos daily to document progress work and any work that may or will represent a change to the Construction Documents.

All photos shall be individual still low resolution digital photos in "jpeg" format showing the date and submitted to Authority on a weekly basis.

1.8 Prepare Construction Environmental Control Plan (CECP).

Conduct cursory investigation to affirm findings reported by others and establish a baseline of existing conditions. Field verified conditions will be compared with the requirements of documented permits, policies, and measures to develop a systematic approach for the timing and coordination of various compliance activities during construction.

1.9 Prepare Construction Safety Plan and Roadway Worker Safety Manual

Prepare Construction Safety Plan and Roadway Worker Safety Manual (as appendix to Safety Plan). The Roadway Worker Project (RWP) plan shall address all requirements from the Southern California Regional Rail Authority (SCRRA), BNSF Railway (BNSF), and National Railroad Passenger Corporation (Amtrak).

1.10 Support Designer with Environmental Survey

Assist in coordinating pre-construction survey activities. Manage the pre-construction survey results by documenting existing conditions. Collaborate with specialists and agencies to prescribe measures to suit the specific conditions and develop a system for tracking the timing and coordination of compliance activities documented for the Designer's use.

1.11 Prepare Construction Manager's QA/QC Plan

Develop a project-specific Quality Assurance/Quality Control plan as a guideline for carrying out respective QA/QC duties during construction. In general, the Construction Manager is responsible for assuring quality and monitoring of the construction contractor responsible for controlling quality. Sampling, testing and inspection activities shall be conducted in accordance with SCRRA, ASTM, AREMA, FRA and Greenbook approved testing frequencies and procedures. The overall Project QA/QC plan will outline the duties of inspectors, testers as well as the Contractor's own QC personnel and procedures. Code-required special testing and inspection requirements will be identified, where appropriate.

1.12 Prepare Project Procedures Manual

Consistent with Construction Manager's construction management plan (CMP) a project procedures manual (PPM) shall be prepared specifically for this project. Contents of the PPM describe the respective responsibilities and procedures for carrying out tasks and duties by individual members of the owner's team, the contractor's team, sponsoring agencies and stakeholders. Include a recital of Authority's project management team, rosters for the Engineer of record's personnel and Construction Manager's personnel, and project organization chart; requests for information, meetings both special and routine; completed work quantities measurement and verification, and progress payments to contractors; establishing and updating progress schedules and reports; submittals; document controls; federal grant compliance, if applies; safety and quality management, and non-compliance notices.

1.13 CM Field Trailers

PB will provide leased, furnished field trailers for the conduct of our services during construction. A larger, double-wide trailer will be provided in early 2012 at the contractor staging area near the Santa Fe Depot and house the majority of our CM staff. This trailer will include appropriate furniture, furnishings, computers, copier/FAX machine, printers, phones, office supplies, water, janitorial services and a conference room for meetings. A second single-wide, furnished trailer will be provided near the San Bernardino Transit Center for that RE/Inspection team. Costs for these two trailers will be pass-through at actual costs directly to the Authority in our invoices.

Task 2 –Construction Phase Services

2.1 Progress Management

Key aspects of managing progress include:

- Monthly Progress Report documenting the status of the Project, key activities and milestones accomplished, action items and work forecasted for the next monthly cycle. Include a summary of construction and construction management costs. Still photographs should be in the report documenting the status of construction progress.
- Collaborate with public relations consultant Westbound Communications, advising and informing them of project progress and pertinent issues.
- Utilize current, formal trending methods to identify and document cost variances. Where increases occur, provide proactive measures to support funding and maintenance of cash flows. Develop detailed forecasts each month to depict the original contract and approved change orders, pending and potential change orders, and contingency account balances.
- Other routine reports to document the Contractor's progress, quality concerns and other issues each work day. More significant periodic reports shall include: Inspectors' daily reports, Safety meetings, Acceptance/compliance testing and inspections.

2.2 Progress Schedule

Review the Contractor's schedules thoroughly throughout the duration of construction. Report to the Authority the Contractor-prepared schedule's controlling activities and critical path. Prioritize tasks in managing Contractor's progress. Make recommendations to Contractor during development of baseline schedule as well as ongoing updates of the baseline. Utilize Primavera

critical path scheduling products, including P3, P6 and Suretrak, together with review software such as Claim Digger and Sure Change to validate Contractor's baseline schedule and review monthly updates.

The approved baseline schedule will indicate Construction Manager's approval of Contractor-proposed activity durations and interdependencies. Reviews of the baseline schedule will verify its compliance with contract requirements. During constructability review of the contract specifications, offer recommendations to achieve the optimum baseline schedule.

Third Party Commitments: Assist the Authority in fostering schedule commitment from stakeholders to the greatest extent possible. Include such important activities as rail operations and utility work through ongoing efforts to coordinate with the City and other stakeholders. Include third parties in discussions during weekly progress meetings with Contractor so they can stay informed and involved as the construction environment is constantly changing from one day to the next.

2.3 Changes / Claims

Review Contractor-proposed changes and circumstances surrounding for potential impact to approved baseline schedule and budget. Develop defensible rationale for either approval or disapproval before making a recommendation to the Authority. Construction Manager's staff shall be responsible for timely processing contract change orders for presentation to and discussion with the Authority. Include such items as time impact analysis (TIA), potential change orders (PCOs), cost check estimates and findings-of-fact statements.

Assist the Authority during the negotiations with Contractor, supporting the basis for cost estimates.
Maintain a change order log to track change order proposals throughout review and approval process. Establish files to store change order-related documentation in the event one or more claims would arise.

2.4 Track/Analyze/Report on Contractor/SubContractor Lien Releases

Maintain a log of all preliminary notices and to verify receipt of waiver and release for each preliminary notice prior to releasing all retention and making final payment to the Contractor.

2.5 Construction Safety and Security

Using SCRRA's roadway worker safety rules as a guide, assemble a safety manual specifically adopted for the Project applicable to personnel on the work site. Provide qualified safety inspection professionals to monitor personnel on the construction site and, when requested, provide persons properly trained to supervise construction operations. The guide shall also include those requirements of BNSF.

2.6 Utility Coordination

Collaborate with Designer and the City, especially to specify language in the Special Provisions which clearly define which portions of the Work will be performed by utility companies and the time allowed for the utility companies to perform their work. Utility company-performed work

will be shown on the CPM baseline schedule, and the specifications will contain notice/coordination requirements so that utility work is completed in timely manner.

A utility coordination log will be used to manage and track the utility relocation processes. Utility coordination will be an agenda item at each weekly progress meeting, and utility company representatives shall be invited to attend to discuss coordination issues with the Contractor and Construction Manager.

2.7 Coordinate Flagging

Coordinate SCRRA and/or BNSF flagging, assigning watch persons for protection of workers and equipment not specially provided by SCRRA and/or BNSF and otherwise working under Construction Manager's purview. Verify that all field personnel have completed and are current with required railroad safety training. Coordinate with both SCRRA and BNSF so that the use of duplicate Employees-In-Charge (EIC) from each entity is reduced.

2.8 Quality Control of Materials and Products

Observed deficiencies or defects will be reported in the form of Construction Manager's non-conformance notices (NCNs) issued to the Contractor. The project quality plan (PQP) delineates respective QC/QA duties of the owner and Contractor sides. Procedures are set for NCNs and any consequential re-testing and re-inspection. In addition to administering QA field tests and inspection, examine the Contractor's submittals to make sure that the Designer's responsible design professional has already reviewed and approved such information prior to manufacturing, shipping or installing the specific work item.

2.9 Materials Testing and Support Services

Provide QA geotechnical and materials testing services. Such tests will be performed by a multi-certified and cross-trained technician certified to provide material testing and inspections in accordance with the most current and appropriate ASTM, AREMA, SCRRA, and/or Caltrans test methods. Submit final geotechnical and materials testing certification reports for project closeout as well as other certifications to meet SCRRA or other requirements

2.10 Coordinate Construction Issues with Local Agencies and Utilities

Coordinate construction activities within the public right-of-way with the City and all utility companies having facilities within the right-of- way.

2.11 Systems Inspection, Testing, Commissioning, and Start-up

Prepare and follow a testing program plan (TPP) to verify that all elements of the active systems conform to the specifications. The TPP, led by the Authority, Designer, and SCRRA, will be a joint effort including Construction Manager and Designer staff. It will encompass construction phase testing and start-up testing.
Review each test procedure with the Authority, Designer, and SCRRA before beginning any test. Assist the Authority, Designer, and SCRRA in their preparation of the system safety program plan (SSPP) by providing the necessary completed test procedures and other related documentation. Prepare a master list of test files to facilitate test scheduling and status reporting. Provide a testing sequence procedure defining the order of start-up tests.

2.12 Environmental Compliance Services

Assist in managing and complying with one or more Construction Environmental Control Plans (CECPs).

Close-out of compliance requirements: Include continued monitoring of measures until they have completed their required life-cycle and shown their effectiveness in controlling impacts. Document all results, completed tasks, final approvals, and otherwise package the administrative record pursuant to the CECP.

2.13 Progress Payments

Prepare the Contractor's progress pay estimates for processing Contractor's Applications of Payment by the Authority. Payments made on progress pay estimates are to be traceable to source documents substantiated by measured completed work quantities. Also provide cash flow and forecast reports for purpose of analyzing overall costs-to complete project's construction.

2.14 Submittals, Non-conformance Notices, and RFIs

Submittals: Monitor and maintain a submittal log which identifies the nature of the submittal and the reviewer or reviewers required to action the submittal – No exceptions taken, or Revise and Resubmit, or Make Corrections Noted, or Rejected.

Request For Information (RFIs): Monitor and maintain a log of all RFIs. Hold special meetings as needed with the Contractor to discuss and resolve any outstanding RFIs. Upon receiving a formal response from the responsible reviewer/Designer, the Construction Manager will return the completed RFI to the Contractor or Contractors.

Non-Conformance Notices (NCNs): Monitor and maintain a log of all NCNs indicating the current disposition of every formal NCN issued to Contractor. Hold special meetings as needed with the Contractor to discuss and resolve any outstanding NCNs. Upon satisfactory completion or correction of the noted deficiency or deficiencies, the Construction Manager will return the "closed" NCN to the Contractor.

2.15 Conferences/Meetings

Conduct regularly scheduled and special meetings with the Contractor or Contractors for, memorializing these discussions and information exchanges in the form of written meeting minutes. Routine distribution of minutes will follow the procedures explicitly described in the Construction Management Procedures Manual. Generally those individuals and representatives of the parties who attended will be copied on meeting minutes within 5 working days.

2.16 Participate in Partnering Conferences

If requested by the Authority, provide a partnering facilitator and participate in partnering session, as required.

2.17 Reports and Records

Produce monthly reports and associated records documenting the status of the Project. Reports and records are a part of major tasks described in the Construction Manager's Scope of Services

and, in particular, addressing deliverables prescribed under sections 2.1 – Progress Management, 2.2 – Progress Schedule, 2.3 – Changes/Claims, 2.13 – Progress Payments, 2.14 – Submittals/RFIs, 2.15 – Conferences/Meetings and 2.22 – Document Control.

2.18 Review of Traffic Plans (Detours and Lane Closures)

Review the Contractors' proposed traffic routing/staging plans to verify that they meet or exceed the WATCH (Work Area Traffic Control Handbook) manual and MUTCD design practices. Monitor and verify Contractor's compliance with these plans.

2.19 Surveying Services

See Task 3.0 for detailed description and additional duties. Perform field surveys as required to verify critical locations and to monitor Contractor compliance with surveying requirements. Prior to construction, surveying control, critical elevations, horizontal and vertical clearances will be verified against data shown on the plans. During construction, spot checks will be made to verify Contractor controls, especially for critical line and grade stakes. Field notes and written report of surveyor's findings will be compiled and promptly disseminated. Coordinate as needed with the Contractor's own surveyor to identify inconsistencies or discrepancies in basis of layout control or incorrect data on the plans. Recommend corrective or mitigating measures to be taken, if any, regardless of party at fault. All discrepancies found will immediately be documented and reported to the Authority.

2.20 Railroad Force Account Work

Construction Manager's inspectors will track all labor, material and equipment for any force account work performed by SCRRA or BNSF forces. Verify the current hourly labor rates applicable to BNSF and SCRRA forces and determine the hourly charge rates for various items of machinery and equipment. Construction Manager's estimation of force account work value will then be compared to all railroad invoices.

2.21 Public Affairs

Provide limited as-needed assistance to established SANBAG public and community outreach program and consultant Westbound Communications.

2.22 Document Control

Parsons Brinckerhoff will Utilize *ProjectSolve* to safely keep and facilitate controlled exchange of documents among Authority, designer, stakeholders, the team and the Contractor. As submittals are received, maintain and manage a log of shop drawings and sample/submittals. Verify that submittals from the Contractor are timely received, logged and processed, that the shop drawings have been approved and returned before associated work has begun, and that all submittals are maintained in a file. All project-related correspondence and printed data shall be routinely scanned into electronic images, appropriately coded for easy retrieval, and reliably captured in a secure but accessible depository constituting the entire project record.

2.23 Contractor Insurance

Assist Authority and Designer in defining the insurance provisions to be set forth in the bidding documents. This review will focus on specific coverage that railroad construction work entails to make sure the construction contract contains all such insurance requirements without exception.

2.24 Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring

Develop and implement a labor compliance program for this Project. Include monitoring of Contractors'/subContractors' certified payroll records, verifying compliance with state labor codes and regulations. Cooperate with all affected parties to resolve any deficiency issues. Conduct employee site interviews, routinely visit work site and prepare corresponding reports, including monthly status reports. File annual reports with the Department of Industrial Relations. Track DBE compliance of each construction Contractor.

2.25 Cost Engineering/Estimating

Establish baseline cost budgets based on estimations of probable construction costs. Compare baseline costs to actual costs-to-date determined by periodic field measurement of completed work quantities and corresponding expenditure of labor, equipment and material resources. Prepare periodic reports including cost-performance index (CPIs) which measures compare planned costs and actual costs and such outputs lead to Construction Manager's cost trending analysis and forecasting.

2.26 As-built Drawings

Verify that construction Contractor maintains complete and up to date as-built drawings and also coordinate with Designer's latest design documents. Construction Manager shall likewise document and track all design changes, also noting all new information on a dedicated drawing set kept on the work site at all times. Review final form of as-built drawings to be prepared by Designer, comparing these with Contractor's as-built drawings, so that changes have been incorporated and accurately depicted.

2.27 Storm Water Pollution Prevention Plan

Track compliance with the project-specific SWPPP (and/or Water Quality Control Plan -- the "WQCP"). Perform frequent site inspections to verify Best Management Practices (BMPs) have been implemented, without delay, as outlined in the SWPPP/WPQP and that BMPs are properly installed and effectively performing their functions. Increase frequencies of weekly/daily inspections during the official rainy season. Perform QA run-on/run-off sampling and testing, if required by the SWPPP/WQCP, in addition to Contractor's primary responsibility for sampling and testing. Provide a QSP (Qualified SWPPP Practitioner) for on-site SWPPP inspection, documentation and sampling.

2.28 Liquidated Damages

Indentify construction activities that may cause delay to the restoration of railroad operations and facilities or those of third-parties. For each identified activity, calculate the amount of liquidated damages (LD's) that should be included in the Contract Documents.

Task 3 – Survey Services

3.1 Technical Approach

All construction staking will be performed by Parsons Brinkerhoff (PB) and will be based on Designer's furnished horizontal and vertical control monuments and values. We will collect and deliver all surveys in NAD '83 units using state of the art survey equipment. All work will be performed by, or under the direct supervision of a licensed professional qualified to perform land surveying in the State of California. Any established monument or map's requiring a seal and signature will be marked "LS 6334" indicating the license number of James Elliott, who is in "responsible charge" of the work. Prior to beginning any fieldwork, necessary permits will be obtained and a pre-work safety meeting with the Construction management team and our staff will be held.

3.11 Attend project start up meeting and safety meetings.

- Establish methods of communication for project. Project staking formats and reporting procedures.
- Prepare project specific Quality Assurance / Quality Control (QA/QC) Plan.

3.12 Locate Primary Control Network monuments established by the Designer, verify and set local control.

3.13 The Team will perform a thorough plan review prior to starting. All alignments will be computed and verified for accuracy as part of this review. Discovered errors will be addressed and questions will be forwarded to the Designer for resolution. Early resolution of errors will avoid costly rework and/or construction delays.

3.14 Perform field surveys to verify topo and clearances at critical locations.

3.15 Perform pre-contract construction staking as determined by the Resident Engineer (RE) based on the needs of the Contractor.

3.16 Research and review existing monumentation subject to disturbance; perform pre-construction monuments preservation ties and coordination reconstruction.

3.17 Furnish stakes and verification of line and grade as requested by the RE, based on the needs of the Contractor, for the project construction and to assist the RE and other inspectors in their duties.

3.18 Advise the Designer of potential design problems found and make adjustments to design as directed by the Designer.

3.19 Keep up-to-date records of construction surveying activities including:

- Contractor's staking requests signed by the Resident Engineer.
- Cut sheets and staking diagrams
- As-staked plan set
- Monumentation field notes
- Special design-data surveys
- Quantity surveys, computations
- Topographic surveys
- Survey calculations
- Cross-sections
- Grid grades
- Profile data sheets
- Three-line profiles

Reference existing monumentation for both horizontal and vertical control.

3.20 Monitor settlement relevant to bridge abutments and/or fills and pile driving activities as directed by the RE.

3.21 Set staking for the RE approved requests from Contractor to provide for, but not limited to, the following construction activities:

- Clearing and removals
- Slopes and rough grade
- Finish grade
- Utility locations
- Right-of-Way lines
- Rail and related facilities
- Platforms
- Parking Lots
- Buildings
- Drainage facilities
- Bridges
- Minor structures
- Walls
- Curbs and other street improvements
- Maintain records regarding what has been staked, and why

3.22 Bridge Construction Control Details

- Establish local rail alignments
- Set durable monuments in protected locations (minimum two [2] per bridge)
- Establish x, y and z control on monuments by using Designer's furnished control
- Verify control monuments and existing rail improvements for match using established centerline locations
- Establish and reference abutment and wing wall layout lines
- Provide sketch to RE showing stake elevations and locations

3.23 Right-of-Way Lines

- Establish and stake right-of-way lines
- Establish and stake easements (if required)
- Establish and stake temporary construction easements (TCE)
- Tie existing cadastral monuments

3.24 Provide post-construction surveys and mapping:

- As-built conditions where directed by RE
- Replace cadastral monuments destroyed by construction
- Set Corner Records
- Records of Survey

3.25 Quality Assurance and Control

Specific quality control procedures for Parsons Brinckerhoff will be followed to assure that quality surveys are produced. All survey notes, calculations, maps, grades, and cut sheets prepared will identify the originator, checker, back checker and dates submitted to the Resident Engineer in a clear logical format for record-keeping purposes.

All calculations, preparation of grades, maps and cut sheets will be reviewed by the party chief and office support surveyors for conformance to project standards.
The pre-staking review will include checking of calculations, grades, maps and cut sheets for completeness, content and accuracy. Upon completion, the work will be back checked for the following
items.

- Accuracy
- Conformance with project construction plans
- Dimensions
- Consistency with other data
- Conformance with accepted industry survey standards

3.26 Project Management, Control Capabilities and Procedures

Project management is an ongoing project function throughout the course of the contract and is the responsibility of the Survey Manager.

Cost Control: The Survey Manager is responsible for cost control and will do the following.

- Maintain daily briefings with technical staff to keep informed on progress.
- Hold weekly status meetings with the Field/Office Party Chief.
- Review QA/QC measures, performance and schedule and, when necessary, recommend corrective measurements after thorough investigation to resolve problem areas.
- Conduct billing meetings with the RE at regular four-week billing intervals as well as complete project reports for billing.
- Maintain accurate project management records.

Documentation: The Field/Office Party Chief will keep a daily diary with entries to survey records data base to describe events of the day, problems encountered, nature of project-related contacts and conversations, special techniques that had to be used, assumptions made, etc. In addition, the Field/Office Part Chief will complete a daily survey party report and submit this to the Survey Manager for review and inclusion in reports to the Resident Engineer, Designer, and Authority.

Reporting: The Survey Manager will maintain a monthly progress report and submit it, together with the daily survey reports, for review by the Resident Engineer, Designer, and Authority. This report will cover work completed during the reporting period, problems and special conditions encountered, solutions and actions taken, meetings attended, work to be performed during the next reporting period.

Progress Meetings: The Survey Manager will meet with the Resident Engineer on a monthly or on an as-needed basis to discuss progress reports, schedule, cost control, and daily work activity. In addition, the Survey Manager is available to attend construction meetings between representatives the Authority, Designer, stakeholders, and the Contractor.

3.27 Plan Reviews and Response Procedures

Upon receiving survey requests from the Resident Engineer, based on the needs of the Contractor or Authority, surveys will be performed under the supervision of the Party Chief. Also, the Survey Manager will receive a copy of the survey request and will determine, along with the Party Chief, the need for detailed plan review, pre-field calculations, and other details that may be required for a field set-up package.

All survey crews will be dispatched directly to the job site for maximum responsiveness without causing a delay to the Contractor. All survey party chiefs and management personnel assigned to this project have cellular phones, laptops or computers to assure instant communication. Within the Project area the survey parties will have radios to maintain an open line of communication.

3.28 Safety

Marc Wilson, PLS, will act as Safety Officer for this survey work. He will be in charge of conducting regularly scheduled safety meetings, identifying unsafe conditions, discussing issues pertinent to the projects at hand, and establishing a safety plan for these projects.

- Only BNSF and SCRRA safety trained crews will be used.

- At a minimum, Personal Protective Equipment (PPE) mandated by BNSF and SCRRA will be required of all field personal at all times.
- All surveyors have completed the American Red Cross training for first aid and CPR and hold current cards of qualification in those areas.
- The cellular phones the crews carry allow for instant communication in case of possible danger.

Task 4 – Post Construction Phase Services

4.1 Contract Closeout

Inspect near-completed facilities to identify discrepancies and deficiencies in the work performed by the Contractor and, subsequently, prepare punch lists to identify such deficient or defective items. Upon correction and re-inspection, report the satisfactory completion of the project, recommending its acceptance by the Authority. Process final payment to the Contractor. Such closeout activities shall be performed jointly along with the Authority, SCRRA, BNSF, City, Designer, and other third parties. The Construction Management Plan shall identify these and other closeout items at the onset of construction duration. Closing actions include:

4.11 Confirm that Contractor submits a request for final completion
4.12 Conduct substantial completion inspection
4.13 Prepare substantial completion punch list, issue to Contractor
4.14 Issue certificate of substantial completion
4.15 Document the sign-off of all permits
4.16 Agree upon or otherwise facilitate settlement of final quantities and pay items
4.17 Document approval, processing and receipt of Contractor's final payment
4.18 Verify resolution of all stop notices
4.19 Verify satisfactory closure of all construction-related environmental requirements
4.20 Conduct final inspections; document the satisfactory completion of all punch list items
4.21 Coordinate final acceptance of the Work from all required stakeholders and third parties
4.22 Issue certificate of final acceptance
4.23 Compile list of subcontractors' preliminary notices, noting final dispositions
4.24 File with County of San Bernardino the Authority's notice of completion
4.25 Receive verification that subContractors have been duly notified of official filing of notice of completion
4.26 Review accuracy of as-built drawings
4.27 Review accuracy of operating and maintenance manuals
4.28 Verify receipt of all required certificates of compliance
4.29 Verify receipt of warranties and guarantees
4.30 Affirm that Contractor's final QA/QC documentation is acceptable to the Authority
4.31 Verify satisfactory closure of all RFIs and NCN, inspection notices
4.32 Verify satisfactory closure of all change orders, potential change orders, and requests for change proposals
4.33 Verify release of all claims
4.34 Verify resolution of any back charges

4.35 Verify that all owner- supplied material and equipment is either fully incorporated or otherwise accounted for

4.36 Verify satisfactory closure of any outstanding safety incident

4.37 Review accuracy of Contractor's final labor compliance documentation

4.38 Review accuracy of Contractor's final DBE reports

4.39 Review accuracy of Contractor's and subContractors' conditional and unconditional releases and waivers of liens

4.40 Review accuracy of Contractor's and subContractors' certificate of no claims

4.41 Confirm receipt of Contractor's request for release of retention

4.42 Assist with the Authority's final report of expenditures to funding sources

4.43 Deliver and otherwise transfer all record files to the Authority

4.2 Warranties

Review the project specifications, identifying specific work items that require respective warrantor to be the prime Contractor, the subcontractor, the supplier or manufacturer, or in some cases when warranty bonds are required, a surety company. Prepare an action chart listing every warrantor and describing disposition of the corresponding warranties.

Task 5 – Staff Augmentation

At the request of Authority, provide staff augmentation to the Authority for short-term or longer duration assignments, as needed. A list of potential services that could be provided:

- Project management
- Train operations modeling
- Contracts management
- Administrative and clerical assistance
- Visualization and other graphics support
- Independent plan checks
- Environmental permit compliance
- Funding applications and reports
- Others, as needed

Exhibit "A"

Attachment "B" (Billing Rate Schedule)

PARSONS BRINCKERHOFF
SANBAG Contract No. C12009
Downtown San Bernardino Passenger Rail Project

		TOTAL HOURS	TOTAL COSTS
	EASTERN MAINTENANCE FACILITY		
1	PRE-CONSTRUCTION SERVICES	1,212	$ 183,007.06
2	CONSTRUCTION	4,538	$ 625,442.64
3	SURVEY	1,878	$ 233,658.20
4	POST-CONSTRUCTION SERVICES	640	$ 92,444.62
5	STAFF AUGMENTATION		
	OTHER DIRECT COSTS		$ 54,500.00
	SUBCONSULTANT COSTS		$ 287,000.00
	SUB-TOTAL	**8,268**	**$ 1,476,052.52**
	DSBPRP		
1	PRE-CONSTRUCTION SERVICES	2,576	$ 362,034.94
2	CONSTRUCTION	15,085	$ 1,926,032.08
3	SURVEY	6,576	$ 817,803.52
4	POST-CONSTRUCTION SERVICES	993	$ 135,331.63
5	STAFF AUGMENTATION	1,540	$ 216,917.90
	OTHER DIRECT COSTS		$ 137,277.13
	SUBCONSULTANT COSTS		$ 1,190,875.00
	SUB-TOTAL	**26,770**	**$ 4,786,272.20**
	TOTAL PROJECT COSTS	**35,038**	**6,262,324.72**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12178 Amendment No. _____

By and Between

San Bernardino Associated Governments and PARSONS BRINCKERHOFF

Contract Description Construction Management Services for the Omnitrans Bus Facility

Board of Director's Meeting Date: January 4, 2012

Overview of BOD Action: 2.) Award Contract No. C12178 Construction Management Services for the Omnitrans Bus Facility at the San Bernardino Transit Center to Parsons Brinkerhoff for a total not-to-exceed amount of $683,755.00. **3.)** Due to the anticipated length of construction, approve the term of Contract C12009 & C12178 to 12/31/2015 which exceeds the three-year contract term identified in SANBAG's Procurement Policy 11000.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	683,755	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	683,755	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	683,755

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/8/2011	12/31/2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 382

☐ A Budget Amendment is required for task 38012000

How are we funding current FY? $683,755 Omnitrans

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

Omnitrans Reimbursement

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

M. A. Alderman 12/15/11
Task Manager Signature Mitch Alderman — Date

12/15/11
Project Manager Signature — Date

12/15/11
Chief Financial Officer Signature — Date

Contracts Manager Signature — Date

12/15/11

Exhibit "A"
SANBAG Contract No. C12178
Omnitrans Bus Facility
Construction Management Scope of Services

Task 1 – Pre-Construction Services

1.1 Construction Management Procedures Manual (CMPM)

Using the previous CMPM from Contract C12009, develop a CMPM acceptable to the SANBAG (Authority). The CMPM will be specific to this project. It will be used to successfully accomplish the project objectives and will incorporate existing Authority/City construction management procedures manuals, QA/QC manuals, safety and environmental compliance manuals and, as appropriate.

1.2 Constructability Analysis of the Draft Final Construction Plans and Specifications

Collaborate with the Designer of Record (Designer) in reviewing the plans and specifications, environmental reports, estimates, proposed bid quantities, geotechnical reports, agency permits; and Omnitrans standards, manuals and specifications; utilities maps and adjacent property agreements to provide a review of potential issues. Topics to be examined are:

- Schedule Reviews: Develop an independent baseline schedule to provide a basis for comparison contractor's baseline schedule.
- Budget: Review the Designer's estimate of probable construction cost and, if appropriate, justify the quantities proposed and corresponding unit costs of the work.
- Bid Item Quantities and Descriptions: Check quantity calculations by the Designer for general completeness and accuracy. Also examine the bid item descriptions to verify that bid scope is accurately and clearly defined.
- Bid Documents: Review the specifications to check for both incorporation and compliance with the railroads' requirements.
- Status of Utility Relocation Work: Collaborate with the Designer, the Authority and City to obtain an updated status on utility relocation work. Provide recommendations on incorporating durations for such utilities work into the project scheduling specifications.
- Right-of-Way, Construction and Encroachment Permits, and Third Party Property Agreements: Review the plans to verify that property acquisitions and agreements with all third parties are incorporated.

1.3 Pre-Final and Final Design Review

Review all design documentation produced by the Engineer of record (and other designers) intended for tendering of competitive bids for construction contracts. The intent is to identify conflicts or errors and recommend possible solutions for the designers and the Authority.

1.4 Project Construction Schedule

Prepare a Project Construction Schedule using Primavera Project Planner critical-path method (CPM) scheduling software. The schedule will indicate phasing, tasks and sub-tasks (activities) associated with each phase. Milestones, marking any logical interfaces between concurrent projects, will be scheduled along with work sequences.

1.5 Support Bid/Award

Advertise and Bid Opening: Prepare a bidders' inquiry log form. Coordinate designers' responses to bidder questions with Engineer of record. Establish a planholders drawing log to verify that all bidders receive the same set of documents and responses to bidder questions. Conduct a pre-bid conference with Designer's and Authority's assistance. Attend the bid opening with the Designer and Authority, and assist in evaluating the bids.

Bid Evaluation and Award: Conduct a thorough bid examination that will include organizing, analyzing and checking bidders' responses to the bid items to evaluate responsiveness of the bids and to identify the apparent low bidder. Advise the Authority if the contract can be awarded to the apparent low bidder or, if any irregularity exists, recommend a remedy.

Procurement Assistance: Assist in the Authority's evaluation of whether or not to pre-procure bid items and, if it is determined that some bid items will be pre-procured, then assist in evaluating the bid items which should be pre-procured.

1.6 Conduct a Pre-Condition Survey

Conduct a field investigation of the work site to be demolished or newly constructed/reconstructed including all affected properties that comprise the project. Review as-built records and utility company/governmental agency official records to identify interfering facilities and appurtenances.

1.7 Document Existing Conditions

Both photographic and video means will be utilized to record the project's site conditions as they exist prior to commencement of construction.

Prior to the start of construction, take photos of areas of the Project to define existing conditions to the satisfaction of Authority. During construction, take photos daily to document progress work and any work that may or will represent a change to the Construction Documents.

Photos shall be individual still low resolution digital photos in "jpeg" format showing the date and submitted to Authority on a weekly basis.

1.8 Prepare Construction Environmental Control Plan (CECP).

Conduct cursory investigation to affirm findings reported by others and establish a baseline of existing conditions. Field verified conditions will be compared with the requirements of documented permits, policies, and measures to develop a systematic

approach for the timing and coordination of various compliance activities during construction.

1.9 Prepare Construction Safety Plan and Roadway Worker Safety Manual

Utilize Contract C12009 Safety Plan for facility requirements only.

1.10 Support Designer with Environmental Survey

Assist in coordinating pre-construction survey activities. Manage the pre-construction survey results by documenting existing conditions. Collaborate with specialists and agencies to prescribe measures to suit the specific conditions and develop a system for tracking the timing and coordination of compliance activities documented for the Designer's use.

1.11 Prepare Construction Manager's QA/QC Plan

Develop a project-specific Quality Assurance/Quality Control plan as a guideline for carrying out respective QA/QC duties during construction. In general, the Construction Manager is responsible for assuring quality and monitoring of the construction contractor responsible for controlling quality. Sampling, testing and inspection activities shall be conducted in accordance with ASTM and Greenbook approved testing frequencies and procedures. The overall Project QA/QC plan will outline the duties of inspectors, testers as well as the contractor's own QC personnel and procedures. Code-required special testing and inspection requirements will be identified, where appropriate.

1.12 Prepare Project Procedures Manual

Consistent with Construction Manager's construction management plan (CMP) a project procedures manual (PPM) shall be prepared specifically for this project. Contents of the PPM describe the respective responsibilities and procedures for carrying out tasks and duties by individual members of the owner's team, the contractor's team, sponsoring agencies and stakeholders. Include a recital of Authority's project management team, rosters for the Engineer of record's personnel and Construction Manager's personnel, and project organization chart; requests for information, meetings both special and routine; completed work quantities measurement and verification, and progress payments to contractors; establishing and updating progress schedules and reports; submittals; document controls; federal grant compliance, if applies; safety and quality management, and non-compliance notices.

1.13 CM Field Trailer

PB will provide leased, furnished field trailers for the conduct of our services during construction. A larger, double-wide trailer will be provided in early 2012 at the contractor staging area near the Santa Fe Depot for Contract C12009 and house the majority of our CM staff. This trailer will include appropriate furniture, furnishings, computers, copier/FAX machine, printers, phones, office supplies, water, janitorial services and a conference room for meetings. A second single-wide, furnished trailer will be provided near the San Bernardino Transit Center for Contract C12178 for that

RE/Inspection team. Costs for these two trailers will be pass-through at actual costs directly to the Authority in our monthly invoices.

Task 2 –Construction Phase Services

2.1 Progress Management

Key aspects of managing progress include:

- Monthly Progress Report documenting the status of the Project, key activities and milestones accomplished, action items and work forecasted for the next monthly cycle. Include a summary of construction and construction management costs. Still photographs should be in the report documenting the status of construction progress.
- Collaborate with public relations consultant Westbound Communications, advising and informing them of project progress and pertinent issues.
- Utilize current, formal trending methods to identify and document cost variances. Where increases occur, provide proactive measures to support funding and maintenance of cash flows. Develop detailed forecasts each month to depict the original contract and approved change orders, pending and potential change orders, and contingency account balances.
- Other routine reports to document the Contractor's progress, quality concerns and other issues each work day. More significant periodic reports shall include: Inspectors' daily reports, Safety meetings, Acceptance/compliance testing and inspections.

2.2 Progress Schedule

Review the Contractor's schedules thoroughly throughout the duration of construction. Report to the Authority the Contractor-prepared schedule's controlling activities and critical path. Prioritize tasks in managing Contractor's progress. Make recommendations to Contractor during development of baseline schedule as well as ongoing updates of the baseline. Utilize Primavera critical path scheduling products, including P3, P6 and Suretrak, together with review software such as Claim Digger and Sure Change to validate Contractor's baseline schedule and review monthly updates.

The approved baseline schedule will indicate Construction Manager's approval of Contractor-proposed activity durations and interdependencies. Reviews of the baseline schedule will verify its compliance with contract requirements. During constructability review of the contract specifications, offer recommendations to achieve the optimum baseline schedule.

Third Party Commitments: Assist the Authority in fostering schedule commitment from stakeholders to the greatest extent possible. Include such important activities as rail operations and utility work through ongoing efforts to coordinate with the City and other stakeholders. Include third parties in discussions during weekly progress meetings with Contractor so they can stay informed and involved as the construction environment is constantly changing from one day to the next.

2.3 Changes / Claims

Review Contractor-proposed changes and circumstances surrounding for potential impact to approved baseline schedule and budget. Develop defensible rationale for either approval or disapproval before making a recommendation to the Authority. Construction Manager's staff shall be responsible for timely processing contract change orders for presentation to and

discussion with the Authority. Include such items as time impact analysis (TIA), potential change orders (PCOs), cost check estimates and findings-of-fact statements.

Assist the Authority during the negotiations with Contractor, supporting the basis for cost estimates.
Maintain a change order log to track change order proposals throughout review and approval process. Establish files to store change order-related documentation in the event one or more claims would arise.

2.4 Track/Analyze/Report on Contractor/SubContractor Lien Releases

Maintain a log of all preliminary notices and to verify receipt of waiver and release for each preliminary notice prior to releasing all retention and making final payment to the Contractor.

2.5 Construction Safety and Security

Assemble a safety manual specifically adopted for the Project applicable to personnel on the work site. Provide qualified safety inspection professionals to monitor personnel on the construction site and, when requested, provide persons properly trained to monitor construction operations.

2.6 Utility Coordination

Collaborate with Designer and the City, especially to specify language in the Special Provisions which clearly define which portions of the Work will be performed by utility companies and the time allowed for the utility companies to perform their work. Utility company-performed work will be shown on the CPM baseline schedule, and the specifications will contain notice/coordination requirements so that utility work is completed in timely manner.

A utility coordination log will be used to manage and track the utility relocation processes. Utility coordination will be an agenda item at each weekly progress meeting, and utility company representatives shall be invited to attend to discuss coordination issues with the Contractor and Construction Manager.

2.7 Coordinate Flagging

Not applicable to this Project.

2.8 Quality Control of Materials and Products

Observed deficiencies or defects will be reported in the form of Construction Manager's non-conformance notices (NCNs) issued to the Contractor. The project quality plan (PQP) delineates respective QC/QA duties of the owner and Contractor sides. Procedures are set for NCNs and any consequential re-testing and re-inspection. In addition to administering QA field tests and inspection, examine the Contractor's submittals to make sure that the Designer's responsible design professional has already reviewed and approved such information prior to manufacturing, shipping or installing the specific work item.

2.9 Materials Testing and Support Services

Provide QA geotechnical and materials testing services. Such tests will be performed by a multi-certified and cross-trained technician certified to provide material testing and inspections in accordance with the most current and appropriate ASTM, Green Book and/or Caltrans test methods. Submit final geotechnical and materials testing certification reports for project closeout as well as other certifications to meet project requirements

2.10 Coordinate Construction Issues with Local Agencies and Utilities

Coordinate construction activities within the public right-of-way with the City and all utility companies having facilities within the right-of- way.

2.11 Systems Inspection, Testing, Commissioning, and Start-up

Prepare and follow a testing program plan (TPP) to verify that all elements of the active systems conform to the specifications. The TPP, led by the Authority and Designer will be a joint effort including Construction Manager and Designer staff. It will encompass construction phase testing and start-up testing.

2.12 Environmental Compliance Services

Assist in managing and complying with one or more Construction Environmental Control Plans (CECPs).

Close-out of compliance requirements: Include continued monitoring of measures until they have completed their required life-cycle and shown their effectiveness in controlling impacts. Document all results, completed tasks, final approvals, and otherwise package the administrative record pursuant to the CECP.

2.13 Progress Payments

Prepare the Contractor's progress pay estimates for processing Contractor's Applications of Payment by the Authority. Payments made on progress pay estimates are to be traceable to source documents substantiated by measured completed work quantities. Also provide cash flow and forecast reports for purpose of analyzing overall costs-to complete project's construction.

2.14 Submittals, Non-conformance Notices, and RFIs

Submittals: Monitor and maintain a submittal log which identifies the nature of the submittal and the reviewer or reviewers required to action the submittal – No exceptions taken, or Revise and Resubmit, or Make Corrections Noted, or Rejected.

Request For Information (RFIs): Monitor and maintain a log of all RFIs. Hold special meetings as needed with the Contractor to discuss and resolve any outstanding RFIs. Upon receiving a formal response from the responsible reviewer/Designer, the Construction Manager will return the completed RFI to the Contractor.

Non-Conformance Notices (NCNs): Monitor and maintain a log of all NCNs indicating the current disposition of every formal NCN issued to Contractor. Hold special meetings as needed with the Contractor to discuss and resolve any outstanding NCNs. Upon satisfactory completion

or correction of the noted deficiency or deficiencies, the Construction Manager will return the "closed" NCN to the Contractor.

2.15 Conferences/Meetings

Conduct regularly scheduled and special meetings with the Contractor for, memorializing these discussions and information exchanges in the form of written meeting minutes. Routine distribution of minutes will follow the procedures explicitly described in the Construction Management Procedures Manual. Generally those individuals and representatives of the parties who attended will be copied on meeting minutes within 5 working days.

2.16 Participate in Partnering Conferences

If requested by the Authority, provide a partnering facilitator and participate in partnering session, as required.

2.17 Reports and Records

Produce monthly reports and associated records documenting the status of the Project. Reports and records are a part of major tasks described in the Construction Manager's Scope of Services and, in particular, addressing deliverables prescribed under sections 2.1 – Progress Management, 2.2 – Progress Schedule, 2.3 – Changes/Claims, 2.13 – Progress Payments, 2.14 – Submittals/RFIs, 2.15 – Conferences/Meetings and 2.22 – Document Control.

2.18 Review of Traffic Plans (Detours and Lane Closures)

Review the Contractors' proposed traffic routing/staging plans to verify that they meet or exceed the WATCH (Work Area Traffic Control Handbook) manual and MUTCD design practices. Monitor and verify Contractor's compliance with these plans.

2.19 Surveying Services

See Task 3.0 for detailed description and additional duties. Perform field surveys as required to verify critical locations and to monitor Contractor compliance with surveying requirements. Prior to construction, surveying control, critical elevations, horizontal and vertical clearances will be verified against data shown on the plans. During construction, spot checks will be made to verify Contractor controls, especially for critical line and grade stakes. Field notes and written report of surveyor's findings will be compiled and promptly disseminated.

2.20 Railroad Force Account Work

Not applicable for this project.

2.21 Public Affairs

Provide limited as-needed assistance to established SANBAG public and community outreach program and consultant Westbound Communications.

2.22 Document Control

Parsons Brinckerhoff will Utilize *ProjectSolve* to safely keep and facilitate controlled exchange of documents among Authority, designer, stakeholders, the team and the Contractor. As submittals are received, maintain and manage a log of shop drawings and sample/submittals. Verify that submittals from the Contractor are timely received, logged and processed, that the shop drawings have been approved and returned before associated work has begun, and that all submittals are maintained in a file. All project-related correspondence and printed data shall be routinely scanned into electronic images, appropriately coded for easy retrieval, and reliably captured in a secure but accessible depository constituting the entire project record.

2.23 Contractor Insurance

Assist Authority and Designer in defining the insurance provisions to be set forth in the bidding documents. This review will focus on specific coverage that railroad construction work entails to make sure the construction contract contains all such insurance requirements without exception.

2.24 Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring

Develop and implement a labor compliance program for this Project. Include monitoring of Contractors'/subContractors' certified payroll records, verifying compliance with state labor codes and regulations. Cooperate with all affected parties to resolve any deficiency issues. Conduct employee site interviews, routinely visit work site and prepare corresponding reports, including monthly status reports. File annual reports with the Department of Industrial Relations. Track DBE compliance of each construction Contractor.

2.25 Cost Engineering/Estimating

Establish baseline cost budgets based on estimations of probable construction costs. Compare baseline costs to actual costs-to-date determined by periodic field measurement of completed work quantities and corresponding expenditure of labor, equipment and material resources. Prepare periodic reports including cost-performance index (CPIs) which measures compare planned costs and actual costs and such outputs lead to Construction Manager's cost trending analysis and forecasting.

2.26 As-built Drawings

Verify that construction Contractor maintains complete and up to date as-built drawings and also coordinate with Designer's latest design documents. Construction Manager shall likewise document and track all design changes, also noting all new information on a dedicated drawing set kept on the work site at all times. Review final form of as-built drawings to be prepared by Designer, comparing these with Contractor's as-built drawings, so that changes have been incorporated and accurately depicted.

2.27 Storm Water Pollution Prevention Plan

Track compliance with the project-specific SWPPP (and/or Water Quality Control Plan -- the "WQCP"). Perform frequent site inspections to verify Best Management Practices (BMPs) have been implemented, without delay, as outlined in the SWPPP/WPQP and that BMPs are properly installed and effectively performing their functions. Increase frequencies of weekly/daily inspections during the official rainy season. Perform QA run-on/run-off sampling and testing, if

required by the SWPPP/WQCP, in addition to Contractor's primary responsibility for sampling and testing. Provide a QSP (Qualified SWPPP Practitioner) for on-site SWPPP inspection, documentation and sampling.

2.28 Liquidated Damages

Indentify construction activities that may cause delay to the restoration of railroad operations and facilities or those of third-parties. For each identified activity, calculate the amount of liquidated damages (LD's) that should be included in the Contract Documents.

Task 3 – Survey Services

3.1 Technical Approach

Construction staking will be performed by Parsons Brinkerhoff (PB) and will be based on Designer's furnished horizontal and vertical control monuments and values. We will collect and deliver all surveys in NAD '83 units using state of the art survey equipment. All work will be performed by, or under the direct supervision of a licensed professional qualified to perform land surveying in the State of California. Any established monument or map's requiring a seal and signature will be marked "LS 6334" indicating the license number of James Elliott, who is in "responsible charge" of the work. Prior to beginning any fieldwork, necessary permits will be obtained and a pre-work safety meeting with the Construction management team and our staff will be held.

3.11 Attend project start up meeting and safety meetings.

- Establish methods of communication for project. Project staking formats and reporting procedures.
- Prepare project specific Quality Assurance / Quality Control (QA/QC) Plan.

3.12 Locate Primary Control Network monuments established by the Designer, verify and set local control.

3.13 The Team will perform a thorough plan review prior to starting. All alignments will be computed and verified for accuracy as part of this review. Discovered errors will be addressed and questions will be forwarded to the Designer for resolution. Early resolution of errors will avoid costly rework and/or construction delays.

3.14 Perform field surveys to verify topo and clearances at critical locations.

3.15 Perform pre-contract construction staking as determined by the Resident Engineer (RE) based on the needs of the Contractor.

3.16 Research and review existing monumentation subject to disturbance; perform pre-construction monuments preservation ties and coordination reconstruction.

3.17 Furnish stakes and verification of line and grade as requested by the RE, based on the needs of the Contractor, for the project construction and to assist the RE and other inspectors in their duties.

3.18 Advise the Designer of potential design problems found and make adjustments to design as directed by the Designer.

3.19 Keep up-to-date records of construction surveying activities including:

- Contractor's staking requests signed by the Resident Engineer.
- Cut sheets and staking diagrams
- As-staked plan set
- Monumentation field notes
- Special design-data surveys
- Quantity surveys, computations
- Topographic surveys
- Survey calculations
- Cross-sections
- Grid grades
- Profile data sheets
- Three-line profiles

Reference existing monumentation for both horizontal and vertical control.

3.20 Monitor settlement relevant to bridge abutments and/or fills and pile driving activities as directed by the RE.

3.21 Set staking for the RE approved requests from Contractor to provide for, but not limited to, the following construction activities:

- Clearing and removals
- Slopes and rough grade
- Finish grade
- Utility locations
- Right-of-Way lines
- Parking Lots
- Buildings
- Drainage facilities
- Minor structures
- Curbs and other street improvements
- Maintain records regarding what has been staked, and why

3.22 Bridge Construction Control Details

Not applicable for this project.

3.23 Right-of-Way Lines

- Establish and stake right-of-way lines
- Establish and stake easements (if required)
- Establish and stake temporary construction easements (TCE)
- Tie existing cadastral monuments

3.24 Provide post-construction surveys and mapping:

- As-built conditions where directed by RE
- Replace cadastral monuments destroyed by construction
- Set Corner Records
- Records of Survey

3.25 Quality Assurance and Control

Specific quality control procedures will be followed to assure that quality surveys are produced. Survey notes, calculations, maps, grades, and cut sheets prepared will identify the originator, checker, back checker and dates submitted to the Resident Engineer in a clear logical format for record-keeping purposes.

Calculations, preparation of grades, maps and cut sheets will be reviewed by the party chief and office support surveyors for conformance to project standards.
The pre-staking review will include checking of calculations, grades, maps and cut sheets for completeness, content and accuracy. Upon completion, the work will be back checked for the following
items.

- Accuracy
- Conformance with project construction plans
- Dimensions
- Consistency with other data
- Conformance with accepted industry survey standards

3.26 Project Management, Control Capabilities and Procedures

Project management is an ongoing project function throughout the course of the contract and is the responsibility of the Survey Manager.

Cost Control: The Survey Manager is responsible for cost control and will do the following.

- Maintain daily briefings with technical staff to keep informed on progress.
- Hold weekly status meetings with the Field/Office Party Chief.
- Review QA/QC measures, performance and schedule and, when necessary, recommend corrective measurements after thorough investigation to resolve problem areas.
- Conduct billing meetings with the RE at regular four-week billing intervals as well as complete project reports for billing.
- Maintain accurate project management records.

Documentation: The Field/Office Party Chief will keep a daily diary with entries to survey records data base to describe events of the day, problems encountered, nature of project-related contacts and conversations, special techniques that had to be used, assumptions made, etc. In addition, the Field/Office Part Chief will complete a daily survey party report and submit this to the Survey Manager for review and inclusion in reports to the Resident Engineer, Designer, and Authority.

Reporting: The Survey Manager will maintain a monthly progress report and submit it, together with the daily survey reports, for review by the Resident Engineer, Designer, and Authority. This report will cover work completed during the reporting period, problems and special conditions encountered, solutions and actions taken, meetings attended, work to be performed during the next reporting period.

Progress Meetings: The Survey Manager will meet with the Resident Engineer on a monthly or on an as-needed basis to discuss progress reports, schedule, cost control, and daily work activity. In addition, the Survey Manager is available to attend construction meetings between representatives the Authority, Designer, stakeholders, and the Contractor.

3.27 Plan Reviews and Response Procedures

Upon receiving survey requests from the Resident Engineer, based on the needs of the Contractor or Authority, surveys will be performed under the supervision of the Party Chief. Also, the Survey Manager will receive a copy of the survey request and will determine, along with the Party Chief, the need for detailed plan review, pre-field calculations, and other details that may be required for a field set-up package.

All survey crews will be dispatched directly to the job site for maximum responsiveness without causing a delay to the Contractor. All survey party chiefs and management personnel assigned to this project have cellular phones, laptops or computers to assure instant communication. Within the Project area the survey parties will have radios to maintain an open line of communication.

3.28 Safety

Marc Wilson, PLS, will act as Safety Officer for this survey work. He will be in charge of conducting regularly scheduled safety meetings, identifying unsafe conditions, discussing issues pertinent to the projects at hand, and establishing a safety plan for this project.

Task 4 – Post Construction Phase Services

4.1 Contract Closeout

Inspect near-completed facilities to identify discrepancies and deficiencies in the work performed by the Contractor and, subsequently, prepare punch lists to identify such deficient or defective items. Upon correction and re-inspection, report the satisfactory completion of the project, recommending its acceptance by the Authority. Process final payment to the Contractor. Such closeout activities shall be performed jointly along with the Authority, City, Designer, and other third parties. The Construction Management Plan shall identify these and other closeout items at the onset of construction duration. Closing actions include:

4.11 Confirm that Contractor submits a request for final completion
4.12 Conduct substantial completion inspection
4.13 Prepare substantial completion punch list, issue to Contractor
4.14 Issue certificate of substantial completion
4.15 Document the sign-off of all permits
4.16 Agree upon or otherwise facilitate settlement of final quantities and pay items
4.17 Document approval, processing and receipt of Contractor's final payment
4.18 Verify resolution of all stop notices
4.19 Verify satisfactory closure of all construction-related environmental requirements
4.20 Conduct final inspections; document the satisfactory completion of all punch list items
4.21 Coordinate final acceptance of the Work from all required stakeholders and third parties
4.22 Issue certificate of final acceptance
4.23 Compile list of subcontractors' preliminary notices, noting final dispositions
4.24 File with County of San Bernardino the Authority's notice of completion
4.25 Receive verification that subContractors have been duly notified of official filing of notice of completion
4.26 Review accuracy of as-built drawings
4.27 Review accuracy of operating and maintenance manuals
4.28 Verify receipt of all required certificates of compliance
4.29 Verify receipt of warranties and guarantees
4.30 Affirm that Contractor's final QA/QC documentation is acceptable to the Authority
4.31 Verify satisfactory closure of all RFIs and NCN, inspection notices
4.32 Verify satisfactory closure of all change orders, potential change orders, and requests for change proposals
4.33 Verify release of all claims
4.34 Verify resolution of any back charges
4.35 Verify that all owner- supplied material and equipment is either fully incorporated or otherwise accounted for
4.36 Verify satisfactory closure of any outstanding safety incident
4.37 Review accuracy of Contractor's final labor compliance documentation
4.38 Review accuracy of Contractor's final DBE reports
4.39 Review accuracy of Contractor's and subContractors' conditional and unconditional releases and waivers of liens

4.40 Review accuracy of Contractor's and subContractors' certificate of no claims

4.41 Confirm receipt of Contractor's request for release of retention

4.42 Assist with the Authority's final report of expenditures to funding sources

4.43 Deliver and otherwise transfer all record files to the Authority

4.2 Warranties

Review the project specifications, identifying specific work items that require respective warrantor to be the prime Contractor, the subcontractor, the supplier or manufacturer, or in some cases when warranty bonds are required, a surety company. Prepare an action chart listing every warrantor and describing disposition of the corresponding warranties.

Task 5 – Staff Augmentation

Not provided on this project.

Exhibit "A"

Attachment "B" (Billing Rate Schedule)

PARSONS BRINCKERHOFF
SANBAG Contract No. C12178
Omnitrans Bus Facility

		TOTAL HOURS	TOTAL COSTS
	OMNITRANS BUS FACILITY		
1	PRE-CONSTRUCTION SERVICES	368	$ 51,719.00
2	CONSTRUCTION	2,155	$ 275,148.00
3	SURVEY	940	$ 116,829.00
4	POST-CONSTRUCTION SERVICES	143	$ 19,334.00
5	STAFF AUGMENTATION	220	$ 30,989.00
	OTHER DIRECT COSTS		$ 19,611.00
	SUBCONSULTANT COSTS		$ 170,125.00
	SUB-TOTAL	3,826	$ 683,755.00
	TOTAL PROJECT COSTS	3,826	$ 683,755.00

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **16**

Date: January 4, 2012

Subject: Measure I Five Year Capital Improvement Plans for 2011-2016

Recommendation:* Accept the Measure I 2011-2016 Summary Report of the Five Year Capital Improvement Plans for Local Pass-Through Funds for the Valley and Mountain/Desert Subareas.

Background: Measure I requires that each local jurisdiction receiving Local Pass-Through Funds annually adopt a Five Year Capital Improvement Plan that identifies the specific projects upon which funds shall be expended. The Summary Report is a compilation of the plans adopted by each jurisdiction and provides information on progress toward meeting the objectives of the program.

Plans for the both the Valley and Mountain Desert Subarea jurisdictions contain projects for local priorities.

The Valley Subarea Measure I Local Pass-Through Funds revenue estimate for the five year period 2011-2016 is $96,337,097. There is also a remainder of Measure I from previous years of $42,415,678, for a total available for projects of $137,752,776. The plans included in this report list approximately $150,813,559 in anticipated projects for road maintenance, repair and construction in the cities and unincorporated areas of the Valley Subarea.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1201b-DAB

The Mountain/Desert Subarea Measure I Local Pass-Through Fund revenue estimate for the 2011-2016 five year period is $71,106,324. There is also a remainder of Measure I from previous years of $38,299,428, for a total available for projects of $109,405,753. The plans included in this report list approximately $150,813,559 in anticipated projects for road maintenance, repair and construction in the towns, cities and unincorporated areas of the Mountain/Desert Subarea.

Financial Impact: This item has no direct impact upon the Budget. The report contains detailed information on expenditures to be made by local jurisdictions under the guidance established by Board actions and the Measure. Staff activities related to this item are consistent with the adopted Budget, Task No. 50412000, Measure I Administration.

Reviewed By: The Measure I Five Year Capital Improvement Plans for the Valley Subarea were recommended for acceptance by the Major Projects Committee on December 15, 2011 and the Mountain/Desert Committee on December 16, 2011.

Responsible Staff: Duane A. Baker, Director of Management Services

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: January 4, 2012

Subject: High Speed Rail (HSR) Status, Business Plan, and Memorandum of Understanding (MOU)

Recommendation:* Receive presentation on the state HSR Business Plan, and direct staff to continue participation in development of an MOU as described below among the High Speed Rail Authority and the Southern California transportation agencies.

Background: The California High Speed Rail Authority (HSRA) released its Draft 2012 Business Plan on November 1, 2011. Useful analyses of the document have been prepared by the state Legislative Analyst's Office for the Assembly Transportation Committee (Attachment A to this item), and by Senate staff as a Committee Background Report for a joint hearing of the Transportation and Housing Committee and Select Committee on High Speed Rail (Attachment B).

Broad consensus exists that the new business plan offers a more credible assessment of the HSR proposal than the two earlier versions from 2008 and 2010, although unresolved issues and concerns remain. This new assessment includes an estimated cost that is approximately double that of previous plans, a project delivery schedule that requires about a dozen additional years to deliver the project, modestly lower forecasts of patronage, and continued reliance on federal and private funding that is very uncertain. Importantly for the region and SANBAG, the Draft Business Plan recognizes that the success of the project is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1201b-ty
Attachments: BRD1201b1; BRD1201b2-ty

likely to rely on improvements to feeder rail systems such as Metrolink and Caltrain, and funding for such improvements may be provided pursuant to a Memorandum of Understanding between the HSRA and Southern California transportation agencies, including SANBAG, which is discussed below.

The project as envisioned in the Draft Business Plan would require more than 20 years to complete. Cost data can be confusing because they are variously shown in 2010 dollars and nominal (year of expenditure) dollars. An understanding of project phasing and cost by phase (nominal dollars are shown below) is critical to the discussion:

Initial Construction Segment (ICS) refers to the 130 mile segment from Fresno to Bakersfield that could be used on an interim basis by Amtrak but alone would not support HSR service. This would consume the available Federal Stimulus (ARRA) and some state HSR funds (cost = $6 billion)

Initial Operating Segment (IOS), with sufficient length to operate high speed service, could be developed either by extension of the ICS north to Merced and San Jose ($24.7 billion), or south to the San Fernando Valley ($30.7 billion), for a total cost (including the ICS) of between $31 and $37 billion. The business plan indicates this could be operational by 2022.

Bay to Basin refers to service from San Fernando Valley to Merced and San Jose, provided by construction of the IOS candidate segment that was not selected as the actual IOS. This would result in a cumulative cost of about $60 billion. The business plan indicates this could be operational by 2027.

Phase I Blended connects the termini of Bay to Basin to Los Angeles and San Francisco using improved Caltrain and Metrolink tracks at an added cost of about $24 billion.

Phase I Full provides continuous HSR from the Transbay Terminal in San Francisco to Los Angeles Union Station and Anaheim at a cost of about $20 billion more, for a total cost near $100 billion.

This $100 billion price tag in nominal dollars is similar to the $98.5 billion price tag reported in the Business Plan and the $99 - $118 billion cost shown in the Legislative Analyst's report. The $98.5 billion cost in nominal dollars shown in the Business Plan is also shown as $65.4 billion in constant 2010 dollars.

Placing a project of this magnitude in a meaningful context is challenging. A comparison of the proposed HSR project with the largest transportation projects delivered by SANBAG and partner agencies in recent years suggests that even completion by 2034 would require an extremely aggressive schedule:

I-215 North: The draft Project Report and Environmental Document (PA&ED) for this $0.75 billion project was begun in late 1990 and released in March 1992. Political support for the project has been strong and right-of-way and environmental issues were minimal because most improvements were limited to the existing freeway corridor. Design challenges required several years to resolve. The project is scheduled for completion in 2013, after about 22 years of development and construction.

SR-210: Work also began on SR-210 in late 1990. Political support was strong for this centerpiece of Measure I 1990-2010, and once begun, construction was never seriously impeded by the availability of funds. The project was greatly simplified by preservation of nearly all the right-of-way needed in San Bernardino County, and SANBAG's inexpensive acquisition of about 700 acres of valuable habitat during the Savings and Loan crisis to serve as a mitigation bank for the entire project. This $1.5 billion project, including the I-215 connectors, will be completed in 2012, after about 22 years of work.

By comparison, political support for the $98.5 billion HSR project described in the Draft Business Plan is uncertain, and engineering, environmental, right-of-way, and funding challenges all surpass those encountered in the projects described above. Further, both cost and schedule estimates are generally less reliable for large projects than for smaller, more easily managed ones. All this suggests that 2034 represents a very optimistic completion date for full Phase I, and that the useful life of the full system, if built, will be mostly from the latter half of this century into the next.

In the near-term, however, the HSR initiative also represents an opportunity to fund improvements to the passenger rail services that would be needed to support the Phase I Blended and Full Phase I HSR systems. Some of the funds dedicated to the HSR project are eligible for this purpose. Accordingly, the Southern California Association of Governments (SCAG) Regional Council directed that in order for the HSR to be included in the constrained element of the 2012 Regional Transportation Plan, HSR shall execute a Memorandum of Understanding with Metrolink that commits HSR funds up to $1.5 billion toward the development, expansion, and improvement of Amtrak San Diego to San Luis Obispo (LOSSAN) and Metrolink corridors where common interest between the parties exist. Metrolink also supports the principal that HSR shall share in the liability of

the corridor and place no additional risk or financial exposure to Metrolink or the Member Agencies who own the right of way.

An agreement designed to reflect the understanding described above, between the HSRA and the Southern California transportation agencies including SANBAG, is currently under development and may be brought to this committee for consideration as early as January.

HSRA staff will make a brief presentation and respond to questions at the meeting. Although staff has concerns regarding the overall HSR program, it believes that the concepts to be reflected in the MOU, consistent with the position taken by SCAG, deserve SANBAG's support.

Financial Impact: This item is consistent with SANBAG's approved Fiscal Year 2011-2012 Budget. Execution of an MOU with the HSRA with provisions as described above could result in substantial added funding for improvements to the Metrolink system.

Reviewed By: This item was received by the Plans and Programs Policy Committee on December 21, 2011.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1201b-ty
Attachments: BRD1201b1; BRD1201b2-ty

ATTACHMENT 1

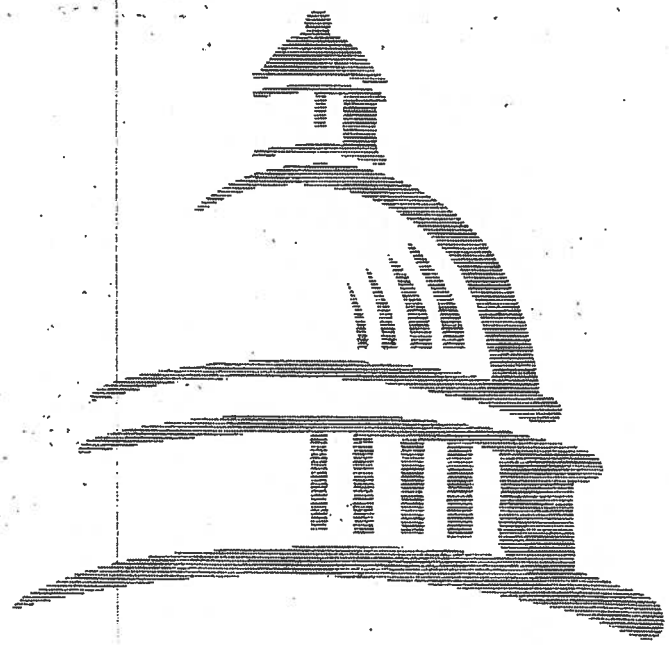
LAO
70 YEARS OF SERVICE

November 29, 2011

High-Speed Rail Authority: The Draft 2012 Business Plan and Funding Plan

LEGISLATIVE ANALYST'S OFFICE

Presented to:
Assembly Transportation Committee
Hon. Bonnie Lowenthal, Chair



BRD1201b1-ty

November 29, 2011

LAO
70 YEARS OF SERVICE

Background

☑ ***Business Plan Required by Statute.*** As required by state law, the High-Speed Rail Authority (HSRA) submitted business plans to the Legislature in 2008 and 2009. Chapter 618, Statutes of 2009 (SB 783, Ashburn), requires HSRA to submit a business plan containing specified elements to the Legislature by January 1, 2012 and every two years thereafter.

☑ ***Funding Plan Required by Proposition 1A Before Appropriation of Bond Proceeds.*** Proposition 1A, the High-Speed Passenger Train Bond Act approved by California voters in 2008, requires the HSRA to submit a detailed funding plan to the Director of Finance and to the relevant policy and fiscal legislative committees at least 90 days prior to requesting an appropriation from the bond act for capital outlay on a high-speed rail corridor or a "usable segment" thereof.

☑ ***Both Plans Recently Released.*** The HSRA released a draft of its third business plan for public review and comment on November 1, 2011. A funding plan for what the HSRA officially identified as two usable segments of the high-speed rail route was submitted to the Legislature on November 3, 2011.

November 29, 2011

LAO
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Major Features of the Draft 2012 HSRA Business Plan and Funding Plan

☑ ***Phase 1 Completion Date Delayed 14 Years.*** The completion date of the entire "Phase 1" corridor has been extended from 2020 to 2034. Defined in Proposition 1A, Phase 1 is the corridor of the high-speed train system between San Francisco Transbay Terminal to Los Angeles Union Station and Anaheim. The HSRA attributes this delay to engineering and funding challenges. The business plan proposes to complete the construction and operation of high-speed rail service on Phase 1 in segments over this period.

☑ ***Estimated Cost of Phase 1 More Than Doubled.*** The estimated capital cost of the entire Phase 1 system has more than doubled from the $43 billion, in nominal dollars, estimated in the 2009 business plan. The revised estimates range from a low of $99 billion to a high of $118 billion. This cost increase is driven by new engineering plans to construct twice as many miles of viaducts and bridges as previously estimated. The costs of many infrastructure elements have also increased.

☑ ***Revised Patronage and Revenue Forecasts.*** Changes in planning scenarios and modeling assumptions make an apples-to-apples comparison difficult, but it appears that forecasted ridership under the new business plan is 10 percent lower for Phase 1 compared with the 2009 plan. Revenue forecasts also drop by 21 percent reflecting, in part, assumptions of lower fares than were made before. Despite the reduced revenue projections, the HSRA projects that revenues will exceed operating and maintenance costs even if ridership is lower than forecasted.

☑ ***"Blended Operations" Proposed.*** A so-called blended operations approach that integrates high-speed rail operations with local commuter rail services is now proposed to complete Phase 1. The plan includes use of the $950 million in Proposition 1A bond proceeds provided to regional rail systems that will connect directly with high-speed rail.

November 29, 2011

LAO 70 YEARS OF SERVICE

Major Features of the Draft 2012 HSRA Business Plan and Funding Plan *(Continued)*

☑ ***Initial Construction Segment (ICS) Proposed Using Committed Funds.*** As noted earlier, the business plan identifies an approach whereby the high-speed rail system is built in segments. The first segment, the ICS, would lay up to 130 miles of high-speed rail line from south of Merced to north of Bakersfield. The ICS is not defined as a usable segment. The plan proposes to complete construction of the ICS using $3.3 billion in committed federal funds and $2.7 billion in state bond funds. This stretch of track would not operate high-speed trains until the completion of a usable segment. According to the business plan, however, the ICS has independent operational utility as a fully grade-separated section of track for Amtrak service which would reduce travel times for passengers on the existing *San Joaquin* line in the Central Valley.

☑ ***Funding Plan Designates Two Usable Segments.*** The funding plan identifies two usable segments—the north Initial Operating Section (IOS) which would run for 290 miles between Bakersfield and San Jose and the south IOS which would run for 300 miles between Merced and the San Fernando Valley. One or the other would be constructed after the ICS is completed, so that high-speed passenger rail service could begin. Additional segments would be rolled out later until the full Phase I route was built.

☑ ***Possible Future Funding Sources Identified.*** The draft business plan identifies several potential sources of funds needed to match state bond proceeds. These include the potential for the creation of a dedicated federal high-speed rail trust fund and the enactment of legislation to authorize the issuance of qualified tax-credit bonds. However, the business plan acknowledges that no such additional financial commitments exist at this time. The business plan indicates that HSRA will continue to pursue private-public partnerships to generate funding. However, the plan now does not anticipate private sector funding until a usable segment is operational and its profitability has been demonstrated.

November 29, 2011

LAO
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Major Features of the Draft 2012 HSRA Business Plan and Funding Plan *(Continued)*

☑ ***Construction of High-Speed Rail Expected to Result in Many Benefits.*** According to the business plan, construction of a high-speed rail system will result in net benefits that exceed the project's costs. The project is expected to (1) stimulate regional economic growth, (2) reduce airport and highway congestion, and (3) reduce future transportation investment needs. Specifically, HSRA estimates that construction of the Phase 1 corridor will create more than one million jobs (job-years) over the next 22 years and, once fully operational, directly employ approximately 4,500 people on an ongoing basis. The business plan estimates that providing equivalent capacity as the high-speed rail system through expansions of airports and highways would cost approximately $170 billion.

November 29, 2011

Draft Business Plan Largely Meets Statutory Requirements

☑ ***Insufficiently Detailed Project Chronology and Forecasts.*** Our review of the 2012 draft business plan finds that it satisfies most of the elements required by Chapter 618. However, it is unclear whether the business plan is in compliance with a few of these requirements. Specifically, there does not appear to be a detailed project chronology that identifies the dates when HSRA expects to complete the environmental reviews and initiate and complete construction of each segment of Phase 1. There are also fewer operating and planning scenarios that are used to forecast ridership, revenue, and operating and maintenance costs than appear to be required by Chapter 618.

☑ ***The HSRA Can Revise Draft 2012 Business Plan.*** As this current document is a draft, the HSRA could address these remaining elements in the final 2012 business plan.

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Funding Plan Does Not Meet Key Statutory Requirements

☑ ***Committed Funding Not Identified and Environmental Review Process Incomplete.*** Proposition 1A identifies certain requirements that must be met prior to requesting an appropriation of bond proceeds for construction. These include identifying for a corridor, or a usable segment thereof, all sources of committed funds, the anticipated time of receipt of those funds, and completing all project-level environmental clearances for that segment. Our review finds that the funding plan only identifies committed funding for the ICS, which is not a usable segment, and therefore does not meet the requirements of Proposition 1A. In addition, the HSRA has not yet completed all environmental clearances for any usable segment and will not likely receive all of these approvals prior to the expected 2012 date of initiating construction.

November 29, 2011

LAO
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Significant Issues for Legislative Consideration

While we still have requests for additional information from HSRA outstanding on a range of issues, we have identified the following major issues with the proposed high-speed rail project for legislative consideration:

☑ ***Availability of Funding to Complete a Usable Segment Highly Uncertain.*** The possible future sources of funding necessary to complete Phase 1 that are identified in the draft business plan are highly speculative. In addition, Congress has approved no funding for high-speed rail projects for the next year. As a result, it is highly uncertain if funding to complete the high-speed rail system will ever materialize.

☑ ***Alternative Cost Estimate Overstated.*** The draft business plan compares the estimated $99 billion to $118 billion cost of constructing high-speed rail with an estimated $170 billion cost of adding equivalent capacity to airports and highways. This comparison is very problematic because $170 billion is not what the state would otherwise spend to address the growth in inter-city transportation demand. The HSRA estimates that the high-speed train system would have the capacity to carry 116 million passengers per year but their highest forecasted ridership is significantly less than that amount—44 million rides per year (roughly 40 percent less than capacity).

☑ ***High-Speed Rail's Priority Over Other Transportation Investments Unproven.*** As the state's population increases, demand for both interregional travel and urban travel will grow. It will be necessary to continue to maintain existing infrastructure, fund urban transit options, and use tools to increase the capacity of existing roadways to accommodate these increased travel demands. In light of this, the Legislature should consider where to invest limited state resources.

LAO
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Significant Issues for Legislative Consideration *(Continued)*

☑ ***Economic Impact Analysis Is Imbalanced.*** Our preliminary review of the economic analysis in the draft business plan is that it may be incomplete and imbalanced, and therefore portrays the project more favorably than may be warranted. For example, the plan does not estimate economic loses from negative impacts to business from right-of-way acquisition and rail construction activities or from increases in urban traffic congestion around train stations.

☑ ***Independent Benefits of ICS Unlikely to Justify Expense.*** As noted previously, it appears doubtful that substantial additional federal support will be forthcoming anytime soon. This makes it increasingly likely that the ICS may be all that is ever built. The HSRA has not demonstrated that the benefits of the independent operational utility of the ICS exceed the costs. For example, there remain a number of unanswered technical questions regarding whether the ICS may be used to improve the existing *San Joaquin* Amtrak service, as suggested in the business plan

☑ ***Inadequate Structure and Staffing Persist.*** The HSRA must reorganize and fill key executive positions as it intends to initiate construction in 2012. The successful implementation of this large and complex project becomes increasingly risky without adequate staff to oversee its development. The draft business plan notes the HSRA is considering private-sector organizational structures but provides no specifics. While the HSRA has filled some vacancies over the past several months, three key executive positions remain vacant.

Joint Hearing

Transportation and Housing Committee and Select Committee on High-Speed Rail

Hearing on the Review of the High-Speed Rail Authority's Draft 2012 Business Plan Committee Background Report

December 5, 2011

I. Introduction

In December, 2007, the Senate Transportation and Housing Committee held the first oversight hearing of the High-Speed Rail Authority (HSRA). Since then, the Transportation and Housing Committee, the Select Committee on High-Speed Rail, and the Budget Committee Subcommittee on Transportation and Resources has held at least twelve hearings on the high-speed rail (HSR) project.

Today's hearing focuses on the draft *California High-Speed Rail Program Draft 2012 Business Plan*. This is the third business plan. The HSRA published previous plans in 2008 and in 2010. Some criticized the previous plans because they were promotional in nature, did not provide a coherent HSR deployment strategy, did not use reliable ridership forecast to determine revenue, relied extensively on public funding from the state, local, and the federal governments, were dismissive of developing strategies to shift the project's various risks from the state to a private co-development partner, and were opaque as to how the HSRA reached the plan's conclusions.

The draft 2012 Plan is an improvement over previously published plans. The HSRA is proposing a well-defined development strategy. The assumptions used to reach conclusions regarding funding, cost, and deliverability are clearly articulated. There remains, however, issues related to ridership, the role of the private sector, the reasonableness of funding scenarios, and the state's exposure to risk.

This background report will discuss the business plan's proposed deployment strategy, ridership issues, and funding challenges.

Before discussing specific issues involving the business plan, it is useful to review the role of another document recently submitted by the HSRA called the funding plan. This review is important because the funding plan is derived directly from the business plan and will be a

source of information as the Legislature looks to appropriate funding for constructing the first section of the project.

II. Funding Plan

The HSRA must prepare and submit a funding plan to the relevant committees of both houses of the Legislature, the Director of Finance, and a special peer review committee of transportation experts ninety days prior to requesting an appropriation of bond revenues to be used for constructing high-speed rail facilities on either a corridor or a "usable segment" of a corridor. State law requires the funding plan to "include, identify, or certify", the following:

1. The specific corridor or usable segment in which the bond revenues will be spent.
2. A description of the expected terms and conditions associated with "any lease agreement or franchise agreement" that the HSRA proposes to enter for the construction or operation of HSR service.
3. The full cost of constructing the corridor or usable segment, including cost escalation.
4. The projected ridership and an estimate of operating revenue based on projected train operations.
5. All known or foreseeable risks associated with the construction and operation of high-speed trains and the actions the HSRA proposes to manage the risks.
6. The corridor or usable segment can be completed as HSRA proposes in the plan.
7. The corridor or usable segment will be suitable and ready for high-speed train operations.
8. One or more passenger service providers can begin using the tracks or stations for passenger train service.
9. The planned passenger service in the corridor or the usable segment will not require a local, state, or federal operating subsidy.
10. The HSRA has completed all necessary project level environmental clearances required to proceed to construction.

The business plan provides the basis for judging whether the funding plan has met the above criteria.

III. Overview of the HSR Deployment Strategy

Proposition 1A establishes two phases for the development of HSR. The first phase is from San Francisco to Anaheim and includes San Jose, Fresno, Bakersfield, and Los Angeles Union Station. The second phase is an extension from Los Angeles to San Diego via the Inland Empire and a northern extension from Merced to Sacramento. The 2008 business plan stated that the

The initial construction section, a 130-mile segment from near Bakersfield to near Fresno, would cost approximately $6 billion in year of construction dollars. (See Exhibit 2) Approximately $2.7 billion will come from the $9 billion of Proposition 1A bond revenue and approximately $3.3 billion will come from ARRA and other federal sources. This Legislature will likely be asked to appropriate this funding in the 2012-12 budget. This segment will not be electrified and no high-speed passenger rail service is expected to operate on the line until there is sufficient funding to construct section two.

Source: High Speed Rail Authority

Exhibit 1

Description of Phased Sections

Section	Length	Endpoints	Service Description
Initial Construction Section	130 miles	Fresno-Bakersfield	Provides track and structures to support system spine.
IOS-North	290 miles	Bakersfield to Merced and San Jose	Supports 220 mph HSR service; includes trains and systems. Ridership and revenues sufficient to attract private participation. Connects with regional/local rail for blended operations.
IOS-South	300 miles	Merced to the San Fernando Valley	Supports 220 mph HSR service; includes trains and systems. Ridership and revenues sufficient to attract private participation. Connects with regional/local rail for blended operations.
Bay to Basin	410 miles	San Jose and Merced to the San Fernando Valley	First HSR service to connect the San Francisco Bay area with the Los Angeles Basin.
Phase I Blended	520 miles	San Francisco to Los Angeles/Anaheim	Builds on Bay to Basin with blended operations with existing commuter/intercity rail, and additional improvements for a one-seat ride, connecting downtown San Francisco and Los Angeles/Anaheim. Caltrain corridor electrified for HSR, and new dedicated lines into Los Angeles and Anaheim.
Full Phase I	520 miles	San Francisco to Los Angeles/Anaheim	Continues dedicated high-speed alignment in full from San Jose to San Francisco and into Los Angeles/Anaheim.

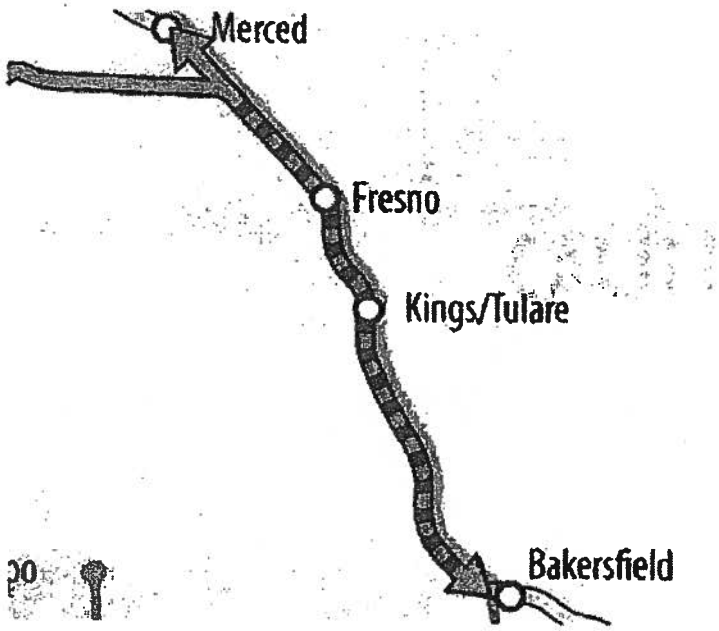
The business plan proposes to allow Amtrak to operate its San Joaquin service on this line until high-speed service is initiated. Currently, Amtrak service in the San Joaquin Valley operates on the Burlington Northern Santa Fe Company (BNSF railroad line). In 2010, approximately one million persons rode the Amtrak service between Bakersfield and Emeryville. There are three stations—Corcoran, Hanford, and Wasco— between Bakersfield and Fresno, the construction of which the state partially funded. The section between Bakersfield and Fresno is the most popular segment of the line. The funding agreement between the HSRA and the federal government creates a $108 million reserve for constructing connections between the BNSF lines and the HSR line which would allow Amtrak to use the new tracks. In addition, HSRA would use some of the funds to build temporary stations, as some of the existing stations would be closed.

It is unclear when Amtrak would begin use of the high-speed tracks because the business plan does not discuss specifics relating to the shift, such as the implications to Amtrak ridership, operating costs of shifting trains to the HSRA's tracks, and potential impacts to the physical environment of building the connecting tracks.

Source: High-Speed Rail Authority

Exhibit 2

Initial Construction Segment



Section 2: Initial Operating Sections

Cost: IOS North: $24.7 Billion
IOS South: $30.7 Billion

The plan proposes options for the first initial operating section (IOS). The IOS North option will lead to the operation of high-speed rail service from Bakersfield via Fresno and Merced to San Jose. The IOS South will result in service from Merced via Fresno and Bakersfield to the San Fernando Valley. The initial construction segment, described above in Section 1, is common to either IOS. The construction on one of the IOSs is scheduled to begin in 2015 and be completed in 2022. The only funding source that currently exists for the IOSs is the remaining Proposition 1A bond proceeds after the construction of the initial construction segment. The business plan assumes that there will be funding for the project from the federal government, although no actual sources currently exist to fund high-speed rail.

The business plan proposes that service on the first IOS will be provided by an operator under contract to the HSRA. Although the HSRA assumes that the revenue from the ridership on the IOS will cover its operating costs from fare revenues and no state subsidy will be required, the business plan indicates that there will be a four year ramp-up period during which operating revenues will be insufficient to cover cost. There is no discussion where the revenue necessary to cover the operating costs will come from during the ramp-up. Finally, the HSRA assumes that a private operator/investor consortium will develop the remaining section of the Phase I project once the IOS demonstrates strong ridership and revenue generation.

Section 3: Bay to Basin
Cost: $24 Billion

"Bay to Basin" construction phase is essentially the completion of the IOS section option that was not built between 2015 and 2022. This would create high-speed rail service between San Jose and the San Fernando Valley. This service will require a transfer to either Caltrain in the north or to Metrolink in the south to complete travel between San Francisco and Los Angeles. The HSRA expects to begin construction on this portion of the project in 2021 and private capital and will be made available beginning in 2023.

Section 4: Phase 1 Blended
Cost: $23.9 billion

The next phase of project development extends the high-speed rail service from San Jose to 4th and King Streets in San Francisco using the Caltrain tracks and right-of-way, and from the San Fernando Valley to Los Angeles Union Station and Anaheim using the Metrolink facilities. This service removes the transfer and provides a one-seat trip between northern and southern California. Construction on this phase is expected to begin in 2026.

Section 5: Full Phase I
Cost: $19.9 billion

This completes the Phase I project as defined by Proposition 1A, San Francisco Transbay Terminal to Los Angele Union Station and Anaheim.

IV. Issues

There are at least two issues that need further elaboration or clarification pertaining to the development of the HSR project.

1. Ridership Model

The issue of the adequacy and reliability of the model used to forecast ridership has been a concern of the Senate committees since the beginning of the oversight effort. Although the ridership forecasts are not perfect, they should be sufficiently reliable so that informed decisions can be made regarding the viability of a high-speed rail investment. Because models are statistical abstractions of future travel behavior, several assumptions must be made when creating the model such as the cost of travel, traveller preferences, personal income, the attractiveness of a destination, desirability of alternative transportation modes, and many other factors.

In 2010, the Transportation and Housing Committee asked the Institute of Transportation Studies (ITS) at UC Berkeley to review the methodology used in the HSRA model. ITS found several errors in the model and concluded that it was unclear whether or not the service will "achieve healthy profits and the possibility that it may incur significant revenue shortfalls." [1]

The committee staff understands that the HSRA's modeling team and its modeling peer review group have has been addressing ITS's and others concerns. The peer review group has also consulted with the ITS group. There remains the need for additional data to understand better travel behavior and a need to reconstruct parts of the model. The HSRA has commissioned a revamping of the model to improve its reliability in the future. The HSRA, however, believes the model is adequate for business planning purposes at this time.

The technical memorandum prepared by the HSRA's modeling consultants that describes various model updates, enhancements, and assumptions closes with the following disclaimer:

> "The information and results presented in this memorandum are estimates and projections that involve subjective judgments, and may differ materially from the actual future ridership and revenue. ***This memorandum is not intended nor shall it be construed to constitute a guarantee, promise, or representation of any particular outcome(s) or result(s)***. Further, the material presented in this memorandum is provided for solely purposes of the Authority's business planning and should not be used for any other purpose."[2] (Highlighting added)

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[1] Review of the "Bay Area/California High-Speed Rail Ridership and Revenue Forecasting Study" Research Report UCB-IS_RR-2010-1, Institute of Transportation Studies, UC Berkeley, 2010.

[2] Draft Technical Memorandum, California High-Speed Rail 2012 Business Plan, Ridership and Revenue Forecasting, prepared by Parsons Brinckerhoff and Cambridge Systematics, October 19, 2011, page 6-9.

This is a forthright presentation of the limits of the model. Despite these limitations, the business plan makes a clear representation that the IOS, whether the northern or southern section, will not require an operating subsidy based on the model's forecasted ridership. The final business plan should address this inconsistency

2. *Funding Challenges*

Future Federal Funding Risk

The 2012 business plan lays out a potential funding scenario that includes a mix of state, federal, private, and other funding sources through completion of Phase I system. The plan relies heavily on federal funding even though hardly any of the expected funds have been identified. Completion of the IOS South, combined with the Initial Construction Segment, is projected to cost a total of $33 billion in year-of-expenditure dollars, and the plan proposes that more than 75 percent of that funding ($25 billion) will be from federal grants and innovative financing programs. Full construction of the Phase 1 corridor from San Francisco to Los Angeles and Anaheim is estimated to cost $98 billion and the plan expects that 70 percent of that funding will be from the federal government.

Assuming no new federal funding for the next three years, as the HSRA suggests, the state will need to receive approximately $65 billion from the federal government over the following 20 years to complete the first phase of the project, or an average of $3.5 billion per year. To put this in perspective, through the most recent federal multi-year transportation spending plan, California received roughly $3 billion per year in formula funds for highways, most of which came from federal fuel taxes, *a dedicated revenue source*, paid by the nation's motorists. It may be unrealistic to presume that the federal government is going to either dedicate general tax revenues to construct California's HSR system at this magnitude, or develop new programs and/or taxing schemes to do so. This represents perhaps the single largest risk to the completion of the project.

The State's Future Expenses

Another risk the business plan fails to discuss is the state's future expenditure liabilities under various scenarios presented in the plan. In regard to the initial construction, the federal grant agreement requires the tracks to be maintained to high-speed rail standards, whether or not Amtrak uses the facility. Specifically, the grant agreement requires that, "the Grantee shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which exists when the improvements are placed in service for a period of 20 years. In the event that intercity passenger rail service making use of the Project property is discontinued, the Grantee shall continue to ensure that maintenance of the Project property."[3] The business plan does not discuss the cost of maintenance of this section.

[3] Federal Railroad Administration Grant/Cooperative Agreement, Amendment No. 1, signed December 22, 2010, page 8.

In addition, the business plan fails to meet the requirement described elsewhere in the grant agreement that expects the plan to demonstrate that, "prior to construction, the Grantee has secured commitments for the financing necessary to support the ongoing operation of the Project, including necessary maintenance and recapitalization during the first 20 years of operations." Until HSRA enters into a contract with a private entity for operating service and maintaining the track, which isn't proposed to happen until the completion of the IOS in 2022 at the earliest, the state will have to fund the maintenance and provide security for the built section. The final business plan should include a discussion regarding the funding issues that the HSRA has agreed to in its agreement with the Federal government.

A third example of state costs that are not considered in the business plan relate to some of the various federal funding options outlined in the plan. Many of the current or proposed federal funding options described in the business plan are subsidized loan programs that would require repayment of principal, if not some portion of the interest accrued through the borrowing of funds. These debt service payments are not included in the construction costs, though they will likely come from state funds. Also, to the extent the state receives direct federal grants for the project, these types of grants almost always require some level of matching funds. The business plan does not address these potential additional state costs.

V. Options for the HSRA: Involvement of the Private Sector

Fortunately, the committee's hearing is on the draft business plan. This means that the HSRA has the opportunity to address the concerns raised in this report and by others when it prepares the final plan.

In addition to the other comments, the HSRA may wish to elaborate upon how it intends to involve the private sector. The criteria established by Proposition 1A, which the peer review group must use when evaluating the HSRA's funding plan, anticipates the use of the private sector and requires that the service receive no operating subsidy. In light of these requirements, the HSRA may wish to consider soliciting a private consortium consisting of a qualified operator, a financing group, a construction firm, an equipment operator, and perhaps others to join with the HSRA when it begins to develop the second section of the project, the IOS, in 2015. The draft business plan does not intend to do this until 2022.

Involving the private sector earlier rather than later may have some advantages. First, the adequacy of the ridership model would be addressed. Clearly, the private consortium would create its own model, as it is risking its own capital on the potential for future revenues. Second, a private group would expose the HSR project to the practical knowledge that an operator gains from day-to-day operating experience. Third, important technological innovations that may affect efficiency and effectiveness of the system might be more available to private entities with the proper financial incentives.

The HSRA has the consulting expertise available for addressing the issue of private sector involvement in the current business plan. The HSRA should be able to elaborate on this issue in the plans final draft.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **18**

Date: January 4, 2012

Subject: Approve Amendments to four Freeway Service Patrol Contracts to exercise first year options

Recommendation:

1. Approve Amendment No. 1 to Contract No. C09-137 with Steve's Towing, for Beat 1, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $171,585 for a revised Not-To-Exceed Amount of $686,340.

2. Approve Amendment No. 1 to Contract No. C09-140 with Steve's Towing, for Beat 5, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $171,585 for a revised Not-to-Exceed Amount of $686,340.

3. Approve Amendment No. 1 to Contract No. C09-138 with Pepe's Towing Services, Inc., for Beat 2, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $186,345 for a revised Not-To-Exceed Amount of $756,450.

4. Approve Amendment No. 1 to Contract No. C09-139 with JLM Towing Services, Inc., for Beat 3, to exercise the first year option of the Contract, which would extend the contract term to April 30, 2013, as well as increase the contract amount by $186,346 for a revised Not-to-Exceed Amount of $734,311.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	X

BRD1201a-jh
Attachments C09137-01; C09140-01; C09138-01; C09139-01

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight separate areas (known as Beats) within the selected San Bernardino County freeways where FSP services are provided and cover over 60 centerline highway miles. On average, 3,500 motorists are assisted each month through the San Bernardino FSP program.

In February 2009, the Board of Directors approved the selection of Steve's Towing, Pepe's Towing Services, Inc. and JLM Towing to provide FSP services on Beats 1, 2, 3, and 5 respectively. Beat 1 provides coverage along Interstate (I) 10 from Indian Hill (LA County Line) to Haven Avenue. Beat 2 provides coverage along I-10 from Haven Avenue to Sierra Avenue. Beat 3 provides coverage along I-10 from Sierra Avenue to Waterman Avenue and finally Beat 5 provides coverage along I-15 from Jurupa St. (Riverside County Line) to Summit Avenue.

The three tow companies have provided excellent service to the FSP program throughout the past three years as they have assisted stranded motorists quickly, professionally and safely. In addition to their excellent service, they are performing well within their contract budgets. Steve's Towing currently holds the lowest hourly rate among the tow operators and has agreed to continue providing service along Beats 1 and 5 at their current hourly rate of $46.50. After staff negotiated with JLM and Pepe's Towing they were able to get a reduction of $1.00 per hour on their original option year rates. JLM and Pepe's Towing will also continue to provide service along Beats 2 and 3 respectively at their reduced rates for their extension from $51.50 to $50.50. It is estimated that this $1.00 per hour savings will have a total cost savings of $7,030.00

Staff recommends that the Board approve Amendment No. 1 to Contracts C0137 and C09140 with Steve's Towing, Amendment No. 1 to C09-138 with Pepe's Tow Service, Inc. and Amendment No. 1 to C09-139 with JLM Towing to exercise the first option year and to increase the Not-To-Exceed Amount of each Contract for the continuation of FSP Services through April 30, 2013.

BRD1201a-jh
Attachments: C09137-01; C09140-01; C09138-01; C09139-01

Financial Impact: A portion of the contract amendments has been included in the Fiscal Year (FY) 2011/2012 budget, totaling $119,504. The sources of funds are a combination of State FSP Funds and Transportation Management and Environmental Enhancement (TMEE) funds. – Task Number 70412000. The remaining contract amount of $596,357 will be incorporated into the FY 2012/2013 Budget when that Budget is prepared.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The items, as well as the four Contract amendments, have been reviewed and approved, as to form, by SANBAG's Legal Counsel and Contracts Manager.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1201a-jh
Attachments: C09137-01; C09140-01; C09138-01; C09139-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09137 Amendment No. 1

By and Between

San Bernardino Associated Governments and Steve's Towing

Contract Description Freeway Service Patrol services for Beat 1 in San Bernardino County.

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: 1-Approve Amendment No. 1 increasing contract amount by $171,585. 2-Authorize contract term through 4/30/2013.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	514,755	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	171,585	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	686,340	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	686,340

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/4/2009	4/30/2012	4/30/2013

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term extended by one year to exercise option year 1 for continued FSP services on Beat 1 in San Bernardino County.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviornmental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	12-9-11 Date	Project Manager Signature	12/9/11 Date
Chief Financial Officer Signature	12/12/11 Date	Contracts Manager Signature	12/13/11 Date

C09137
Contract Summary Sheet 10/11

Amendment No. 1 to Contract No. 09-137

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

STEVE'S TOWING

For

FREEWAY SERVICE PATROL FOR BEAT #1 WITHIN SAN BERNARDINO COUNTY

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Steve's Towing, and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective February 4, 2009; wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #1 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

   The term of this Contract shall be shall from February 4, 2009 through April 30, 2013 and shall not exceed six hundred eighty-six thousand, three hundred forty dollars and no cents ($686,340.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.

3. Add to the contract Attachment F, which is the updated fines and penalties schedule for the FSP Program.

4. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

San Bernardino Associated Governments

Larry McCallon, President

STEVE'S TOWING

Miguel Leyva, Vice-President

APPROVED AS TO LEGAL FORM FOR SANBAG

Penny Alexander-Kelley
SANBAG Counsel

Kathleen Murphy-Perez
SANBAG Contracts Manager

C09137-01

EXHIBIT "B"

Compensation and Payment

Overview Contract 09137 with Steve's Towing for Beat 1
Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	$14,322.00	$28,644
2009/2010	1,757	88	1,845	$85,792.50	$171,585
2010/2011	1,757	88	1,845	$85,792.50	$171,585
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	$71,470.50	$142,941
Initial Term Subtotal:	**5,271**	**264**	**5,535**	**$257,377.50**	**$514,755**
FY2011/2012 (4/30/12-6/30/12	293	15	308	$14,322	$28,644
2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	$71,470.50	$142,941
Option Year Subtotal:	**1,757**	**88**	**1,845**	**$85,792.50**	**$171,585**
Contract Total:	**7,028**	**352**	**7,380**	**$343,170**	**$686,340**

Average Annual Hours Per Truck Per Beat	1,757
Hourly Rate for Initial Contract Term And Option Yr. #1	$46.50

Note: Two primary FSP Trucks are required

ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	 $50.00 per incident $100.00 per incident $175.00 per incident $250.00 per incident

Government's SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09140 Amendment No. 1

By and Between

San Bernardino Associated Governments and Steve's Towing

Contract Description Freeway Service Patrol services for Beat 5 in San Bernardino County.

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: 1-Approve Amendment No. 1 increasing contract amount by $171,585. 2-Authorize contract term through 4/30/2013.

Is this a Sole-Source procurement? ☐ Yes ☒ No

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Current Amendment Amount	$	171,585	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	686,340	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	686,340

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/4/2009	4/30/2012	4/30/2013

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term extended by one year to exercise option year 1 for continued FSP services on Beat 5 in San Bernardino County.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviornmental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature — Date 12-9-11
Project Manager Signature — Date 12/9/11
Chief Financial Officer Signature — Date 12/12/11
Contracts Manager Signature — Date 12/13/11

C09140

Contract Summary Sheet 10/11

Amendment No. 1 to Contract No. 09-140

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

STEVE'S TOWING

For

FREEWAY SERVICE PATROL FOR BEAT #5 WITHIN SAN BERNARDINO COUNTY

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Steve's Towing, and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective February 4, 2009, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #5 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

   The term of this Contract shall be shall from February 4, 2009 through April 30, 2013 and shall not exceed six hundred eighty-six thousand, three hundred forty dollars and no cents ($686,340.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.

3. Add to the contract Attachment F, which is the updated fines and penalties schedule for the FSP Program.

4. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

San Bernardino Associated Governments

Larry McCallon, President

STEVE'S TOWING

Miguel Leyva, Vice-President

APPROVED AS TO LEGAL FORM FOR SANBAG

Penny Alexander-Kelley
SANBAG Counsel

Kathleen Murphy-Perez
SANBAG Contracts Manager

C09140-01

EXHIBIT "B"

Compensation and Payment

Overview Contract 09140 with Steve's Towing for Beat 5
Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	$14,322.00	$28,644
2009/2010	1,757	88	1,845	$85,792.50	$171,585
2010/2011	1,757	88	1,845	$85,792.50	$171,585
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	$71,470.50	$142,941
Initial Term Subtotal:	**5,271**	**264**	**5,535**	**$257,377.50**	**$514,755**
FY2011/2012 (4/30/12-6/30/12	293	15	308	$14,322	$28,644
2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	$71,470.50	$142,941
Option Year Subtotal:	**1,757**	**88**	**1,845**	**$85,792.50**	**$171,585**
Contract Total:	**7,028**	**352**	**7,380**	**$343,170**	**$686,340**

Average Annual Hours Per Truck Per Beat 1,757

Hourly Rate for Initial Contract Term And Option Yr. #1 $46.50

Note: Two primary FSP Trucks are required

ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	 $50.00 per incident $100.00 per incident $175.00 per incident $250.00 per incident

CONTRACT SUMMARY SHEET

Contract No. C 09138 Amendment No. 1

By and Between

San Bernardino Associated Governments and Pepe's Tow Service's, Inc.

Contract Description Freeway Service Patrol services for Beat 2 in San Bernardino County.

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: 1-Approve Amendment No. 1 increasing contract amount by $186,345. 2-Authorize contract term through 4/30/2013.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	570,105	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	186,345	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	756,450	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	756,450

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/4/2009	4/30/2012	4/30/2013

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term extended by one year to exercise option year 1 for continued FSP services on Beat 2 in San Bernardino County.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviommental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

12-9-11
Task Manager Signature Date

12/9/11
Project Manager Signature Date

12/12/11
Chief Financial Officer Signature Date

12/13/11
Contracts Manager Signature Date

C09138

Contract Summary Sheet 10/11

Amendment No. 1 to Contract No. 09-138

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

PEPE'S TOW SERVICE, INC.

For

FREEWAY SERVICE PATROL FOR BEAT #2 WITHIN SAN BERNARDINO COUNTY

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Pepe's Towing Service's Inc., and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective February 4, 2009, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #2 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

   The term of this Contract shall be shall from February 4, 2009 through April 30, 2013 and shall not exceed seven hundred fifty-six thousand, four hundred fifty dollars and no cents ($756,450.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.

3. Add to the contract Attachment F, which is the updated fines and penalties schedule for the FSP Program.

4. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

San Bernardino Associated Governments

Larry McCallon, President

PEPE'S TOW SERVICE, INC.

Lorenzo Navarro, Vice-President

APPROVED AS TO LEGAL FORM FOR SANBAG

Penny Alexander-Kelley
SANBAG Counsel

Kathleen Murphy-Perez
SANBAG Contracts Manager

C09138-01

EXHIBIT "B"

Compensation and Payment

Overview Contract 09138 with Pepe's Tow Service, Inc. for Beat 2
Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	$15,862.00	$31,724
2009/2010	1,757	88	1,845	$95,017.50	$190,035
2010/2011	1,757	88	1,845	$95,017.50	$190,035
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	$79,155.50	$158,311
Initial Term Subtotal:	**5,271**	**264**	**5,535**	**$285,052.50**	**$570,105**
FY2011/2012 (4/30/12-6/30/12	293	15	308	$15,554.00	$31,108
2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	$77,618.50	$155,237
Option Year Subtotal:	**1,757**	**88**	**1,845**	**$93,172.5**	**$186,345**
Contract Total:	**7,028**	**352**	**7,380**	**$378,225**	**$756,450**

Average Annual Hours Per Truck Per Beat	1,757
Hourly Rate for Initial Contract Term And Option Yr. #1	$50.50

Note: Two primary FSP Trucks are required

ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	 $50.00 per incident $100.00 per incident $175.00 per incident $250.00 per incident

C09138-01

CONTRACT SUMMARY SHEET

Contract No. C 09139 Amendment No. 1

By and Between

San Bernardino Associated Governments and JLM Towing Service's, Inc.

Contract Description Freeway Service Patrol services for Beat 3 in San Bernardino County.

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: 1-Approve Amendment No. 1 increasing contract amount by $186,345. 2-Authorize contract term through 4/30/2013.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	547,965	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	186,346	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	734,311	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	734,311

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/4/2009	4/30/2012	4/30/2013

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term extended by one year to exercise option year 1 for continued FSP services on Beat 3 in San Bernardino County.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviornmental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	Date 12-8-11	Project Manager Signature	Date 12/9/11
Chief Financial Officer Signature	Date 12/12/11	Contracts Manager Signature	Date 12/13/11

C09139

Amendment No. 1 to Contract No. 09-139

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

JLM Towing Services, Inc.

For

FREEWAY SERVICE PATROL FOR BEAT #3 WITHIN SAN BERNARDINO COUNTY

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and JLM Towing Service, Inc., and referred to herein as "CONTRACTOR", a California Corporation, have previously entered into a contract effective February 4, 2009, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #3 within San Bernardino County (herein referred to as "SERVICES"); which contract is hereinafter referred to as the "CONTRACT"; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

   The term of this Contract shall be shall from February 4, 2009 through April 30, 2013 and shall not exceed seven hundred thirty-four thousand, three hundred eleven dollars and no cents ($734,311.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replaced with the Exhibit B attached to this Amendment.

3. Add to the contract Attachment F, which is the updated fines and penalties schedule for the FSP Program.

4. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

San Bernardino Associated Governments

Larry McCallon, President

JLM TOWING SERVICES, INC.

Moises Serrano, President

APPROVED AS TO LEGAL FORM FOR SANBAG

Penny Alexander-Kelley
SANBAG Counsel

Kathleen Murphy-Perez
SANBAG Contracts Manager

C09139-01

EXHIBIT "B"

Compensation and Payment

Overview Contract 09139 with JLM Towing Service's, Inc. for Beat 3
Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	$15,246.50	$30,492
2009/2010	1,757	88	1,845	$91,327.50	$182,655
2010/2011	1,757	88	1,845	$91,327.50	$182,655
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	$76,081.50	$152,163
Initial Term Subtotal:	**5,271**	**264**	**5,535**	**$273,960.00**	**$547,965**
FY2011/2012 (4/30/12-6/30/12	293	15	308	$15,554.00	$31,108
2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	$77,618.50	$155,237
Rounding adjustment					**+1.00**
Option Year Subtotal:	**1,757**	**88**	**1,845**	**$93,172.50**	**$186,346**
Contract Total:	**7,028**	**352**	**7,380**	**$367,155.50**	**$734,311**

Average Annual Hours Per Truck Per Beat	1,757
Hourly Rate for Initial Contract Term And Option Yr. #1	$50.50

Note: Two primary FSP Trucks are required

ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	 $50.00 per incident $100.00 per incident $175.00 per incident $250.00 per incident

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: January 4, 2012

Subject: Proposed Port of Long Beach Pier S Terminal Development Project Letter of Support

Recommendation:* Approve the attached letter of support for the Proposed Port of Long Beach Pier S Terminal Development Project.

Background: The Pier S development project at the Port of Long Beach (POLB) would improve 160 acres of vacant land in the Port on Terminal Island, just south of the Cerritos Channel. The land is part of 720 acres purchased by the Port in 1994 from the Union Pacific Resources Corporation. At the time of the purchase, the soil had been contaminated by many years of oil and gas production. The Port has successfully addressed the soil contamination issues on the property, including the area now proposed for the Pier S development.

The draft environmental document includes several development alternatives for Pier S, including container shipping facilities and a multi-use storage facility for cargo containers. Specifically, the project includes:

- Construction of a container terminal at Pier S, to include a wharf, berths and terminal infrastructure to support container shipping operations. At peak operation, the new terminal would handle trade supporting up to 40,000 jobs in the Southern California region, due to the increased trade and business activity.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1201a-ss
Attachment: BRD1201a1-ss

- Construction of a rail yard to facilitate on-dock rail.
- Provision of $12 million for the Port Mitigation Grants Programs, designed to reduce the overall effects of the Port on the community and to reduce greenhouse gases.
- Incorporation of all the latest technology and efficiencies to reduce air pollution to the greatest extent possible. The project would be the Port's first completely new terminal development since the advent of the Port of Long Beach's 2005 Green Port Policy.
- Shore power equipment to allow ships to "plug in" to clean electricity while berthed.
- A "green lease" requiring environmental compliance, including the use of low-polluting terminal yard equipment.
- "Green Flag" Vessel Speed Reduction Program and the use of low-sulfur fuels for ships calling at the terminal.
- "Green" buildings that meet the rigorous energy-conservation, water-saving and environmentally friendly standards of the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program.

The Port has developed a draft environmental impact statement (DEIS) and supplemental environmental impact report (SEIR) and released the documents for public review on September 16, 2011. The release began a period for the public to comment on the documents, to originally conclude December 2, 2011, but the deadline has been extended. Once the public comment period has ended, Port staff will prepare final environmental documents by incorporating comments and providing responses to those comments. The final environmental documents will be considered by the Long Beach Board of Harbor Commissioners.

Although SANBAG is not commenting on the Pier S environmental documents per se, staff proposes to submit a letter of support for the project to the Port of Long Beach. There are several reasons for this recommendation:

- International trade is a very significant economic driver for the Southern California economy, including the economy of San Bernardino County. The County has approximately 150,000 employees in the combined sectors of manufacturing, wholesale trade, and transportation, all of which have significant ties to international trade. Employment in these sectors is expected to increase to 220,000 by 2035.
- These increases in employment are predicated, in part, on increases in the region's capacity to handle international and domestic trade overall. Increases in capacity at the Ports of Los Angeles and Long Beach are needed to expand the economic growth from which both San Bernardino County and this region will benefit.

- The Pier S project has been in the planning stages for some time, beginning with the environmental cleanup of the property purchased from Union Pacific. The capacity increase enabled by the Pier S project is part of a more comprehensive program to accommodate the long term freight demands projected by the ports and by the Southern California Association of Governments (SCAG), projecting an approximate tripling of container volume to over 40 million per year by 2035. The capacity improvements reflected in the development of Pier S are accounted for in the draft SCAG 2012 Regional Transportation Plan (RTP), which must be supported by the region to maintain mobility and conformity with air quality requirements. The RTP includes a freight strategy that addresses not just port improvements but highway and other infrastructure improvements as well as related environmental initiatives.
- At the same time, the physical and environmental impacts of the specific Port S improvements need to be mitigated. The POLB Green Port Policy is an aggressive, comprehensive and coordinated approach to reduce the negative impacts of Port operations. Pier S appears to be a model for how the port can "grow green," as indicated by the project elements stated above.
- SANBAG has developed a close working relationship with the Ports of both Long Beach and Los Angeles, through the Southern California Consensus Group and the Southern California National Freight Gateway Collaboration. The Consensus Group has supported various SANBAG projects such as the I-15/I-215 (Devore) Interchange and SANBAG projects funded with Trade Corridor Improvement Funds (TCIF). The agencies are part of a partnership to implement the freight strategy in a way that exercises sound financial and environmental stewardship.

For these reasons, SANBAG staff recommends approval of the letter of support for the Port of Long Beach Pier S project.

Financial Impact: This agenda item has no financial impact on the SANBAG budget. Task No. 11112000, Freight Movement Planning.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1201a-ss
BRD1201a1-ss

ATTACHMENT 1

Draft Letter of Support for the
Port of Long Beach Proposed Pier S Terminal Development
(to be signed by the SANBAG President following Board approval)

Mr. Richard Cameron
Director of Environmental Planning
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802

Re: Support for the Proposed Pier S Terminal Development

Dear Mr. Cameron:

Thank you for the opportunity to comment on the Port of Long Beach's Pier S Terminal Development DEIR/DEIS. I am writing in strong support for the Project.

As you know, SANBAG has been an active player in the development and implementation of the region's freight strategy, together with the ports and other Southern California transportation and air quality agencies. We recognize the importance of international trade to the region's economy, while at the same time managing the growth in trade in an environmentally sensitive way.

The SANBAG Board of Directors has been briefed on the Pier S project and provides it support for the following reasons:

- International trade is a very significant economic driver for the Southern California economy, including the economy of San Bernardino County. The County has approximately 150,000 employees in the combined sectors of manufacturing, wholesale trade, and transportation, all of which have significant ties to international trade. Employment in these sectors is expected to increase to 220,000 by 2035.
- These increases in employment are predicated, in part, on increases in the region's capacity to handle international and domestic trade overall. Increases in capacity at the Ports of Los Angeles and Long Beach are needed to expand the economic growth from which both San Bernardino County and this region will benefit.
- The Pier S project has been in the planning stages for some time, beginning with the environmental cleanup of the property purchased from Union Pacific. The capacity increase enabled by the Pier S project is part of a more comprehensive program to accommodate the long term freight demands projected by the ports and by the Southern California Association of Governments (SCAG), projecting an approximate tripling of container volume to over 40 million per year by 2035. The capacity improvements reflected in the development of Pier S are accounted for in the draft SCAG 2012 Regional Transportation Plan (RTP), which must be supported by the region to maintain mobility and conformity with air quality requirements.

The RTP includes a freight strategy that addresses not just port improvements but highway and other infrastructure improvements as well as related environmental initiatives.

- At the same time, the physical and environmental impacts of the specific Port S improvements need to be mitigated. The POLB Green Port Policy is an aggressive, comprehensive and coordinated approach to reduce the negative impacts of Port operations. Pier S appears to be a model for how the port can "grow green," as indicated by the project elements stated above.

Thank you for notifying us about the opportunity to comment on this regionally significant project.

Sincerely,

Larry McCallon
President
San Bernardino Associated Governments

cc: Eric Shen, Port of Long Beach, Director of Transportation Planning

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: January 4, 2012

Subject: Congestion Management Program

Recommendation:* Approve the 2011 update to the San Bernardino County Congestion Management Program.

Background: State law requires that the Congestion Management Program (CMP) be updated every two years. Southern California Association of Governments (SCAG), the agency responsible for preparation of the Regional Transportation Plan (RTP), is required to determine the consistency of the updated CMP with the RTP. SCAG is also responsible for the Regional Transportation Improvement Program (RTIP), and the eligibility of projects for inclusion in the RTIP is subject to their inclusion in the approved, updated CMP Capital Improvement Program. Similarly, federal guidelines state that "In the absence of a Federally Certified CMS (Congestion Management System), no Single Occupancy Vehicle projects can be funded." In Southern California, this requirement is addressed through the CMP.

SANBAG staff is now preparing an extensive update to the CMP to better conform to requirements of both the State CMP and federal Congestion Management System. The update will also make it more useful for transportation planning and monitoring purposes in San Bernardino County. However, this more extensive update, being coordinated with SCAG, will not be completed until Spring 2012.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

BRD1201a-ss

Therefore, SANBAG staff is requesting that the 2009 CMP, together with the previously approved 2011 updates to Appendix K (the Development Mitigation Nexus Study) and Appendix J (Development Mitigation Implementation Language) be accepted as the 2011 update to the CMP. The SANBAG Board previously approved the 2011 updates to the Nexus Study and the development mitigation implementation language on November 2, 2011. An additional update to the CMP, containing the significant enhancements referenced earlier, will be provided in Spring 2012.

Financial Impact: This item has no financial impact on the SANBAG budget. Task No. 20312000.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011.

Responsible Staff: Ty Schuiling, Interim Executive Director

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: January 4, 2012

Subject: Amend agreement with the California Highway Patrol (CHP) C09-180 for Fiscal Year 11/12 and approve a Cooperative Agreement with the California Highway Patrol for the supervision and daily operational oversight of the Freeway Service Patrol (FSP)

Recommendation:* 1. Approve Amendment No. 1 to Cooperative Agreement No. C09-180 with California Highway Patrol to provide additional funds for mandatory training of FSP drivers in the amount of $10,000 during Fiscal Year 2011/2012.

2. Approve Cooperative Agreement No. C12-175 with the California Highway Patrol in the Not-To-Exceed Amount of $150,000 for Freeway Service Patrol supervision and operational oversight from July 1, 2012 to June 30, 2015.

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Over the years, FSP programs have demonstrated many benefits including; reduction of the time a motorist is in traffic lanes, traffic delays, fuel consumption, vehicular emissions and secondary incidents.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	X

Check all that apply.

BRD1201b-jh
Attachments: C09180-01; C12175

Since the San Bernardino FSP program was implemented in 2006, approximately 3,600 motorists have been assisted every month. Currently, in San Bernardino County, the FSP services sixty centerline miles of San Bernardino freeways.

Recommendation No. 1- Currently the California Department of Transportation provides SANBAG 1.5 Officers to provide daily supervision of the Freeway Service Patrol (FSP) program. In the past year, the San Bernardino County FSP program has experienced increasing turnover of FSP drivers due to these challenging economic times. The State of California requires that each FSP driver must be FSP certified by the CHP in order to perform FSP tow services. Due to the increase in new tow FSP drivers, additional CHP training is necessary. SANBAG is requesting approval for an additional $10,000 to fund the additional training through June 30, 2012. The funds will also help in covering the officer time needed to provide investigation on incidents, field supervision as well as other duties.

Recommendation No. 2. - The current CHP Contract C09-180 expires on June 30, 2012. In order for the project to have full, uninterrupted oversight per the State statute, staff is recommending approval to execute Contract C12-175 with the CHP for a three-year Contract for officer supervision and operational oversight of the FSP Program and its tow truck drivers for a Not-to-Exceed Amount of One Hundred and Fifty Thousand Dollars for the three years of the Contract.

Financial Impact: Funds for these actions have been budgeted in Task Number 70412000 in the Fiscal Year 2011/2012 Budget. Funding sources are FSP State funding and 1990 Valley Transportation Management and Environmental Enhancement (TMEE) funds. All future fiscal year expenses will be budgeted accordingly during those fiscal years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The Amendment and Agreement have been reviewed and approved, as to form, by SANBAG's Legal Counsel and Contracts Manager.

Responsible Staff: Duane A. Baker, Director of Management Services.

BRD1201b-jh
Attachments: C09180-01; C12175

Contract No. C 09180 Amendment No. 1

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description CHP Officer(s) overtime for Freeway Service Patrol Program supervision and operational oversight 7/1/09-6/30/12

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: Approve Amendment No. 1 increasing contract amount for the remainder of the contract term 6/30/12.

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	120,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	10,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	130,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	130,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/1/2009	6/30/2012	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 70412000.
☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviommental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature 12-9-11 Date

Project Manager Signature 12/9/11 Date

Chief Financial Officer Signature 12/12/11 Date

Contracts Manager Signature 12/13/11 Date

AMENDMENT NO. 1 TO

CHP AGREEMENT NO. 9R062000

SANBAG AGREEMENT NO. C09180

FUNDING AGREEMENT

BY AND BETWEEN

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

AND

SAN BERNARDINO ASSOCIATED GOVERNMENTS

THIS AMENDMENT NO. 1 is made and entered into this _____day of _____, 2012, by and between the California Highway Patrol, hereinafter called CHP, and San Bernardino Associated Governments hereinafter called SANBAG.

WHEREAS, by Agreement No. 9R062000, effective July 1, 2009 through June 30, 2012, SANBAG and CHP entered into an agreement for overtime supervision and operation of a Freeway Service Patrol (FSP) program in San Bernardino County; and

WHEREAS, additional funds are needed for overtime to provide necessary training, oversight and incident investigations for the FSP program for the remainder of the FY 11/12 contract. SANBAG desires to increase the contract with CHP in order to continue running an efficient FSP program for the motoring public and CHP agrees to increase the maximum expenditures for Fiscal Year 2011-2012 by $ 10,000.00;

NOW THEREFORE, it is mutually understood and agreed by SANBAG and CHP that Agreement No. 9R062000 is hereby amended in the following particulars only:

In the **GENERAL PROVISIONS**, Page 2 of 5, paragraph 5:

Delete the following language: "Approximately 476 hours of reimbursable overtime, $83.98 per hour, during the 2011/2012 fiscal years. Estimated cost: $40,000.00."

Insert the following language: "Approximately 706 hours of reimbursable overtime, $66.30 per hour, during the 2011/2012 fiscal years. Estimated cost: $50,000.00.

The balance of said Agreement remains unchanged.

This Amendment No. 1 shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 9R062000 to be executed on the date first above written.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Larry McCallon
SANBAG Board President

Date

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Administrative Services Officer

Date

APPROVED AS TO FORM:

Penny Alexander-Kelley
SANBAG Counsel

Date

Kathleen Murphy-Perez
Contracts Manager

12-13-11

Date

C09180-01

CONTRACT SUMMARY SHEET

Contract No. C 12175 Amendment No. _____

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description CHP Officer(s) overtime for Freeway Service Patrol Program supervision and operational oversight 7/1/12-6/30/15.

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: Approve C12175 between San Bernardino Associated Governments and the California Highway Patrol.

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	150,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	150,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	150,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/1/2012	6/30/2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract will exist in Task No. 70413000.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

80% provided by FSP State funds and 20% provided by 1990 Valley Transporataion Management and Enviornmental Enhancement (TMEE) funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	Date 12-9-11	Project Manager Signature	Date 12/9/11
Chief Financial Officer Signature	Date 12/12/11	Contracts Manager Signature	Date 12/13/11

SANBAG AGREEMENT NO. C12175

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

FOR FREEWAY SERVICE PATROL

CHP AGREEMENT NO. _____

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the California Highway Patrol, the California Highway Patrol Business Services Section, 601 North 7th Street, Building B, Sacramento, California 95811-0227, (hereinafter referred to as CHP), and the San Bernardino Associated Governments, 1170 West 3rd Street, 2nd floor, San Bernardino, California 92410-1715 (hereinafter referred to as SANBAG). (collectively CHP and SANBAG may be referred to as the Parties).

ARTICLE 1. GENERAL INFORMATION

A. This Agreement pertains to the overtime, supervision and operation of the Freeway Service Patrol (FSP) program in San Bernardino County.

B. Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of CHP shall make adequate provisions for patrol of the highways at all times of the day and night. Section 21718(a)(7) of the CVC is a provision which specifically allows the CHP to be responsible for FSP vehicles stopping on freeways for the purpose of rapid removal of impediments to traffic.

C. SANBAG has the ability to provide local matching funds as required by the State Budget Change Proposal (BCP) for FSPs on freeways within San Bernardino County and SANBAG has qualified the county to participate in the State FSP program. San Bernardino County FSPs will assist in transportation system management efforts, provide traffic congestion relief, and expedite the removal of freeway impediments, all of which will have the added benefit of improving air quality.

ARTICLE 2. TERMS AND CONDITIONS

A. The San Bernardino County FSP program is intended to be funded with revenues derived from either Transportation Management and Environmental Enhancement (TMEE) funds or Service Authority for Freeway Emergencies (SAFE) and State Budget Change Proposal funds, known as BCP for the day-to-day contractor operation. SANBAG is currently only provided 1.5 officers for the daily supervision of the program in accordance funding available for the statewide FSP program. With ongoing additions and turnover of FSP program drivers, the provision of additional driver training and required certification classes by CHP are a necessity in order for SANBAG's tow contractors to maintain their contractual obligation of having only certified FSP drivers perform FSP services. With only 1.5 officers, it is difficult to provide classes as well as all other duties the officers are responsible for within regular duty hours, therefore, it is necessary to fund CHP overtime for operator field supervision, incident investigations, administrative duties, and other field duties required to maintain the expected high level of FSP operational service

B. Should this Agreement be terminated under paragraph D, SANBAG agrees to provide funding to reimburse the CHP for those reasonable costs incurred and associated with the program overtime supervision and administrative duties as defined in this Agreement up to the point of termination.

C. The term of this Agreement shall be effective July 1, 2012 through June 30, 2015.

D. CHP and SANBAG mutually agree that either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

E. CHP and the SANBAG agree that this Agreement may be amended by mutual written consent of both parties hereto.

F. SANBAG agrees to reimburse the CHP for actual costs incurred while performing overtime FSP related duties, in accordance with the following schedule:

Approximately 706 hours of available overtime during fiscal year 2012/2013, reimbursed at a rate not to exceed $66.30 per hour for an annual estimated amount of $50,000.00 for FY 2012/2013.

Approximately 706 hours of available overtime during fiscal year 2013/2014, reimbursed at a rate not to exceed $66.30 per hour for an annual estimated amount of $50,000.00 for FY 2013/2014.

Approximately 706 hours of available overtime during fiscal year 2014/2015, reimbursed at a rate not to exceed $66.30 per hour for an annual estimated amount of $50,000.00 for FY 2014/2015.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, SANBAG agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of $150,000.

G. SANBAG agrees to pay CHP within thirty (30) days after the invoice in received. The CHP and SANBAG agree that any notice required under this Agreement shall be delivered or mailed to the persons designated below:

To SANBAG:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
ATTENTION: Jenny Herrera
Program Manager
(909) 884-8276

To CHP:

California Highway Patrol
Research and Planning Section
P.O. Box 942898
Sacramento, CA 94298-0001
ATTENTION: Lori Gong
Statewide FSP Manager
(916) 843-3340

ARTICLE 3. SANBAG RESPONSIBILITIES

A. SANBAG shall reimburse the CHP for those overtime expenses necessary to support the San Bernardino County FSP operations as outlined under Article 2, Terms and Conditions, Paragraph F.

B. It is agreed that in the event State FSP funds do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay the CHP from other sources any amounts required to cover CHP's cost to the date of Agreement termination.

ARTICLE 4. CHP RESPONSIBILITIES

A. CHP has already assigned and staffed for the dedicated purpose of operating the San Bernardino County FSP with one and one half (1.5) full-time officers. The level of operation conducted by the CHP under this Agreement shall be at the direction of the CHP.

B. All personnel providing services shall be State employees under the sole discretion, supervision, and regulation of the CHP. Said personnel shall work out of the appropriate CHP facilities as designated by CHP. At no time shall any State employee assigned to the San Bernardino County FSP program be considered employees, agents, officials, or volunteers of SANBAG.

ARTICLE 5. CHP OVERTIME

CHP overtime duties may include, but are not limited to:

A. The daily field supervision of San Bernardino County FSP drivers.

B. Investigating complaints from the public regarding a San Bernardino County FSP contractor or driver.

C. Performing all necessary drivers license and background checks on San Bernardino County FSP drivers.

D. Inspecting all San Bernardino County FSP contractor tow trucks on a periodic basis.

E. Performing necessary daily field supervision, program management and oversight of the quality of the San Bernardino County FSP contractors' services.

F. Providing training to all San Bernardino County FSP contractors and drivers.

G. Providing representation for the San Bernardino County FSP Technical Committee.

ARTICLE 6. INDEMNIFICATION

A. Neither the CHP nor any officer, agent or employee shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement. Pursuant to Government Code Section 895.4, SANBAG shall fully indemnify and hold CHP harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement and for which SANBAG would otherwise be liable.

B. Neither SANBAG nor any board member, officer, employee, agent, or representative shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CHP under or in connection with any work, authority, or jurisdiction delegated to CHP under this Agreement. Pursuant to Government Code Section 895.4, the CHP shall fully indemnify and hold SANBAG harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the CHP under or in connection with any work, authority, or jurisdiction delegated to the CHP under this Agreement and for which the CHP would otherwise be liable.

C. Notwithstanding any other provision of this Agreement, CHP, including any officer, agent or employee is not liable to SANBAG for any claim based on negligence of an FSP driver/FSP contractor or for any other claim not based on a negligent act or omission of CHP. The general principals of equitable indemnity have been considered and are expressly excluded. SANBAG agrees, notwithstanding any other provision of this Agreement, that no claim for indemnity or contribution will be made unless the accident was caused by affirmative negligence of CHP. SANBAG will include, to the extent practicable, in its agreements with its FSP drivers/FSP contractors executed after the date of this Agreement, that such drivers/contractors agree to indemnify CHP for any claim made against CHP based on Government Code section 815.2 or 815.4 and arising out of the negligence or alleged negligence of the FSP driver/contractor.

D. Notwithstanding any other provision of this Agreement, SANBAG including any officer, agent or employee is not liable to CHP for any claim based on negligence of an FSP operator/FSP contractor or for any other claim not based on a negligent act or omission of SANBAG. The general principals of equitable indemnity have been considered and are expressly excluded. CHP agrees, notwithstanding any other provision of this Agreement, that no claim for indemnity or contribution will be made unless the accident was caused by affirmative negligence of SANBAG.

ARTICLE 7. AUDITS

A. SANBAG agrees that the awarding department, the Department of General Service, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy records and supporting documentation that are in SANBAG's possession for the San Bernardino County FSP program. SANBAG agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is agreed upon in writing between the Parties. SANBAG agrees to allow the

auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SANBAG agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

ARTICLE 8. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CHP shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. SANBAG shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the Parties. If the dispute cannot be resolved within 30 calendar days of a writing initiating such negotiations or such other time period as may be mutually agreed to by the Parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

B. This Agreement shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Agreement will be the Superior Court of California, San Bernardino County, Central District. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of

venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Central District.

ARTICLE 9. SANBAG APPROVAL

A. SANBAG agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement.

Upon execution by both parties, this Agreement shall be made effective on July 1, 2012.

SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS	**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**
_____	_____
Larry McCallon President	Jeffrey T. Uyeda Administrative Services Officer
_____	_____
Date	Date

APPROVED AS TO FORM:

_____

Penny Alexander-Kelley
SANBAG Counsel

_____

Date

_____

Kathleen Murphy-Perez
SANBAG Contracts Manager

10-13-11

_____

Date

C12175

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: January 4, 2012

Subject: Jurisdiction Master Agreements

Recommendation:*

1. Approve the following Jurisdiction Master Agreements:
   A. City of Redlands – C12022
   B. City of Colton– C12014

2. Terminate the following Fiscal Year 2010/2011 Jurisdiction Master Agreements:
   A. City of Redlands – C10252
   B. City of Colton – C10244

Background: The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policies 40001 and 40006 provide the framework for administering the sub-program. Policy 40006 requires jurisdictions to execute a Jurisdiction Master Agreement with SANBAG before they are eligible for reimbursement of Measure I funds allocated to their jurisdiction under the sub-program.

A revised model Jurisdiction Master Agreement was approved by the SANBAG Board on June 1, 2011. This revision of the original model agreement serves as the basis for individual multi-year agreements that extend throughout Measure I 2010-2040, eliminating the need for annual agreement approvals for both jurisdictions and SANBAG. The contracts will end June 30, 2040.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1201a-jw

Attachments: C12022; C12014; BRD1201a1-jw

The attached Jurisdiction Master Agreements for the Cities of Redlands (C12022) and Colton (C12014) were based on this revised version of the model agreement. The agreement refers to a "Funding Allocation and Project List" to be annually adopted by SANBAG.

The SANBAG Board adopted the Fiscal Year 2011-2012 Funding Allocation and Project List on July 6, 2011 (Attachment 1). The list contains the Measure I funding allocation information and the list of eligible projects for all Valley jurisdictions, including the Cities of Redlands and Colton. The referenced allocations of Measure I 2010-2040 funds for the arterial portion of the Valley Major Street Program are contained in the Fiscal Year 2011-2012 SANBAG budget. The list of eligible projects is based on the first two years (plus prior expenditures) from the cities' Capital Project Needs Analysis (CPNA) submittals. Unspent allocations from the current fiscal year will roll over into the subsequent fiscal year. Jurisdictions may be reimbursed for the public share of project expenses up to the cumulative allocation limit, as documented in the funding allocation table.

Approval is requested for the Jurisdiction Master Agreements for the Cities of Redlands (C12022) and Colton (C12014). Approval is also requested to terminate Fiscal Year 2010/2011 Jurisdiction Master Agreements for the Cities of Redlands (C10252) and Colton (C10244).

Financial Impact: This item is consistent with the approved Fiscal Year 2011/2012 Budget, Task No. 51512000 Valley Apportionment and Allocation

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on December 21, 2011. The Jurisdiction Master Agreements have been reviewed by SANBAG Counsel and SANBAG Contracts Manager, and have been approved by the respective Councils for the cities of Redlands and Colton.

Responsible Staff: Joe Walcek, Transportation Planning Analyst

BRD1201a-jw
Attachments: C12022; C12014; BRD1201a1-jw

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12022 Amendment No. _____

By and Between

City of Redlands and San Bernardino County Transportation Authority

Contract Description Jurisdiction Master Agreement

Board of Director's Meeting Date: January 4, 2012
Overview of BOD Action: Approve Jurisdiction Master Agreement C12022 with City of Redlands.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	N/A	**Original Contingency Amount**	$	N/A
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	N/A	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	N/A

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
1/4/2012	6/30/2040	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 51512000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

MM 12-8-11

Task Manager Signature	12/9/11 Date	Project Manager Signature	12/2/11 Date
Chief Financial Officer Signature	12/9/11 Date	Contracts Manager Signature	12/12/11 Date

JURISDICTION MASTER AGREEMENT NO. C12022
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

THIS AGREEMENT is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Redlands (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement (AGREEMENT) is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SANBAG Board of Directors; and

WHEREAS, SANBAG will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds in an amount that is determined by SANBAG as part of its annual approval of the Measure I allocation for that program;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA) submittal to SANBAG for the applicable fiscal year. SANBAG will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.

3. Except as provided below in Section II Article 8, when conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SANBAG Nexus Study and are included as projected expenditures in the first two years of the applicable Capital Project Needs Analysis (CPNA) or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SANBAG Measure I 2010-2040 Strategic Plan Policy 40002.

2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SANBAG's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SANBAG as frequently as monthly, up to the

cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

4. To provide (select one of two options):

   A. (If no specification of reserved and unreserved accounts) the percentage share of total eligible project expenses as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, which represents the development share.

   B. (If reserved and unreserved accounts are specified) 50% share of total eligible project expenses allocated to the reserved account, as documented in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST.

5. To maintain copies of all consultant/contractor invoices, source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (120) days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these project funds were used

in conformance with this AGREEMENT and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SANBAG, at SANBAG's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this AGREEMENT.

9. To notify SANBAG of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SANBAG.

10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino Associated Governments.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to projects funded through this AGREEMENT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SANBAG's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year. .

2. SANBAG's financial responsibility shall be (select one of two options for each individual year of allocation):

   A. (if no specification of reserved and unreserved accounts) the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.

   B. (if reserved and unreserved accounts are specified) 100% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the unreserved account, and 50% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the reserved account.

3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SANBAG retains the option to

reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.

5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.

7. The terms of this AGREEMENT represent the consent of the CITY to provide the full development share for the project required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this AGREEMENT does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this AGREEMENT if the CITY fails to perform

according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the project according to the terms herein.

8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of allocation of Measure I funds in the SANBAG budget.

9. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

10. The effective date shall be the date upon which SANBAG executes this AGREEMENT.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Larry McCallon
President
SANBAG Board of Directors

Date: _____

CITY of REDLANDS

ATTEST:

By: _____
Pete Aguilar
Mayor

Sam Irwin
City Clerk

Date: September 6, 2011

APPROVED AS TO FORM:

By: _____
SANBAG Counsel

Date: 12/1/11

APPROVED AS TO FORM:

By: _____
Dan McHugh
City Attorney

Date: September 6, 2011

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12014 Amendment No. _____

By and Between

City of Colton . and San Bernardino County Transportation Authority

Contract Description Jurisdiction Master Agreement

Board of Director's Meeting Date: January 4, 2012
Overview of BOD Action: Approve Jurisdiction Master Agreement C12014 with City of Colton.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	N/A	**Original Contingency Amount**	$	N/A
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	N/A	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	N/A

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
1/4/2012	6/30/2040	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 51512000.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	12/7/11 Date	Project Manager Signature	12/8/11 Date
Chief Financial Officer Signature	12/8/11 Date	Contracts Manager Signature	12/10/11 Date

Contract Summary Sheet 10/11

JURISDICTION MASTER AGREEMENT NO. C12014
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COLTON

THIS AGREEMENT is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Colton (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement (AGREEMENT) is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SANBAG Board of Directors; and

WHEREAS, SANBAG will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds in an amount that is determined by SANBAG as part of its annual approval of the Measure I allocation for that program;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA) submittal to SANBAG for the applicable fiscal year. SANBAG will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.

3. Except as provided below in Section II Article 8, when conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SANBAG Nexus Study and are included as projected expenditures in the first two years of the applicable Capital Project Needs Analysis (CPNA) or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SANBAG Measure I 2010-2040 Strategic Plan Policy 40002.

2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SANBAG's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SANBAG as frequently as monthly, up to the

cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

4. To provide (select one of two options):

   A. (If no specification of reserved and unreserved accounts) the percentage share of total eligible project expenses as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, which represents the development share.

   B. (If reserved and unreserved accounts are specified) 50% share of total eligible project expenses allocated to the reserved account, as documented in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST.

5. To maintain copies of all consultant/contractor invoices, source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (120) days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these project funds were used

in conformance with this AGREEMENT and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SANBAG, at SANBAG's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this AGREEMENT.

9. To notify SANBAG of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SANBAG.

10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino Associated Governments.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to projects funded through this AGREEMENT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SANBAG's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year.

2. SANBAG's financial responsibility shall be (select one of two options for each individual year of allocation):

   A. (if no specification of reserved and unreserved accounts) the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.

   B. (if reserved and unreserved accounts are specified) 100% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the unreserved account, and 50% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the reserved account.

3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SANBAG retains the option to

reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.

5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.

7. The terms of this AGREEMENT represent the consent of the CITY to provide the full development share for the project required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this AGREEMENT does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this AGREEMENT if the CITY fails to perform

according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the project according to the terms herein.

8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of allocation of Measure I funds in the SANBAG budget.

9. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

10. The effective date shall be the date upon which SANBAG executes this AGREEMENT.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Larry McCallon
President
SANBAG Board of Directors

Date: _____

CITY of COLTON

By: _____
Sarah S. Zamora
Mayor

Date: 11/30/11

APPROVED AS TO FORM:

By: _____
SANBAG Counsel

Date: 12/13/11

APPROVED AS TO FORM:

By: _____
City Attorney

Date: 11/30/11

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT 1

FUNDING ALLOCATION FOR FY 2011-2012

Allocations for the Measure I Major Street/Arterial Program for FY 2011-2012
(Dollars are in 1,000s)

Jurisdiction	Equitable Share	FY 10/11 Allocation (Approved Last Year)	**FY 11/12 Allocation (Column Being Approved)***	Cumulative Allocation (Total of Both Years)
Chino	7.60%	$482.68	**$638.40**	$1,121.08
Chino Hills	2.20%	$139.72	**$184.80**	$324.52
Colton	2.50%	$158.78	**$210.00**	$368.78
Fontana	19.50%	$1,238.45	**$1,638.00**	$2,876.45
Grand Terrace	1.40%	$88.91	**$117.60**	$206.51
Highland	6.80%	$431.87	**$571.20**	$1,003.07
Loma Linda	4.10%	$260.39	**$344.40**	$604.79
Montclair	0.60%	$38.11	**$50.40**	$88.51
Ontario	12.30%	$781.17	**$1,033.20**	$1,814.37
Rancho Cucamonga	5.10%	$323.90	**$428.40**	$752.30
Redlands	4.90%	$311.20	**$411.60**	$722.80
Rialto	3.90%	$247.69	**$327.60**	$575.29
San Bernardino	7.90%	$501.73	**$663.60**	$1,165.33
Upland	2.30%	$146.07	**$193.20**	$339.27
Yucaipa	6.00%	$381.06	**$504.00**	$885.06
County	12.90%	$819.28	**$1,083.60**	$1,902.88
Total	**100.00%**	**$6,351.00**	**$8,400.00**	$14,751.00

*Column being approved by MPC in June 2011 and by Board in July 2011

ATTACHMENT 1

Measure I Valley Major Street/Arterial Project List for Application to Jurisdiction Master Agreements for FY 2011-2012
(Note: Jurisdictions may be reimbursed in FY 11-12 for expenditures on projects in Prior, 11-12, or 12-13 columns)

		CPNA Measure I Need By FY ($1,000)		
City	Project	Prior	11-12	12-13
Chino	Widen Edison Avenue from Pipeline to Ramona Ave from 4 lanes to 6 lanes			$ 130
Chino	Widen Edison Avenue from Ramona Ave to Central from 4 lanes to 6 lanes (spot widening)			$ 97
Chino	Widen Edison Avenue from Central Ave to Euclid Avenue from 4 lanes to 6 lanes			$ 324
Chino	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes		$ 640	
Chino	Widen Schaefer Avenue from Benson Avenue to Euclid Avenue (Stae Route 83) from 2 lanes to 4	$ 2,236		
Chino	Construct Traffic Signal at the intersection of El Prado Road and Kimball Avenue	$ 162		
Chino	Construct traffic signal at the intersection of Fern Avenue and Riverside Drive	$ 483		
Chino	Construct Traffic Signal at the Intersection of Kimball and Main		$ 211	
Chino	Construct Traffic Signal at the Intersection of Kimball and Mill Creek Road	$ 153		
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Hellman Avenue	$ 153		
Chino	Total	$ 3,187	$ 851	$ 551
Chino Hills	None			
Chino Hills	Total	$ -	$ -	$ -
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon	$ 234	$ 276	$ 689
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6			$ 506
Colton	Widen East side of Riverside Ave from Riverside County Line to Agua Mansa Rd including bridge from		$ 530	$ 624
Colton	Widen San Bernardino Ave from Pepper Ave to Rancho Ave from 2 to 4 lanes		$ 101	$ 119
Colton	Extend Washington St to La Cadena Dr		$ 1,132	$ 1,334
Colton	Widen Washington St from Waterman Ave to I-215 from 4 to 6 lanes and Intersection Improvements		$ 282	$ 332
Colton	Widen C Street from City limits West of Rancho Ave to Pennsylvania Ave from 2 to 4 lanes		$ 65	$ 76
Colton	Widen Agua Mansa Rd from Rancho Ave to Riverside Ave from 2 to 4 lanes	$ 167	$ 195	$ 489
Colton	Extend Pepper Ave from I-10 to Agua Mansa Rd and Widen from I-10 to Slover Ave from 2 to 4 lanes.		$ 296	$ 348
Colton	Widen and Reconstruct Slover Ave from Pepper Ave to Riverside Ave from 2 to 4 lanes		$ 151	$ 178
Colton	Total	$ 401	$ 3,028	$ 4,695
County	Ph1: Widen Slover Avenue, north side, from Cedar Ave to Larch Ave from 1 to 2 lanes (Phase 1 of Widen	$ 393		

ATTACHMENT 1

City	Project	CPNA Measure I Need by FY ($1,000)		
		Prior	11-12	12-13
County	Ph2: Widen Slover Avenue from Alder Ave to Cedar Ave (Phase 2 of Widen Slover Ave from Alder Ave to		$ 3,214	
County	Ph 1: Widen North Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes	$ 124	$ 1,105	
County	Ph 1: Widen Reche Cnyn Rd from .67M S, Barton Rd N .25M (Prado Ln) - (Phase I of Widen Reche Canyon	$ 76	$ 408	
County	Ph 1: Widen Colton Avenue from Wabash Ave to King/Agate from 2 to 4 lanes (part of Widen Colton	$ 611		
County	Widen State St from Highland Ave to Cajon Blvd from 2 to 4 lanes	$ 167		
County	Widen Cherry Ave bridge from Merrill Ave to Whittram from 4 to 6 lanes	$ 785	$ 1,500	$ 9,000
County	Total	$ 2,156	$ 6,227	$ 9,000
Fontana	Arrow: Alder to Maple Widen from 2 to 4 lanes		$ 510	$ 290
Fontana	Cherry: South Highland to I15 Widen from 2 to 6 lanes			$ 210
Fontana	Citrus: Jurupa to Slover Widen 2 to 4 lanes	$ 3,399	$ 565	
Fontana	Cypress: Jurupa to Slover Widen 2 to 4 lanes	$ 274	$ 425	$ 1,000
Fontana	Duncan Canyon: I15 to Citrus Widen 2 to 4 lanes	$ 328		
Fontana	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	$ 530		
Fontana	Widen Sierra Ave from Foothill Blvd to Baseline Rd from 4 to 6 lanes	$ 122		
Fontana	Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes		$ 288	
Fontana	Widen Slover Ave from Etiwanda Ave to 800' east of Etiwanda Ave from 2 to 4 lanes	$ 213		
Fontana	Total	$ 4,866	$ 1,788	$ 1,500
Grand Terrace	Widen Michigan Ave from Commerce Way to Van Buren St from two lanes to four lanes	$ 89	$ 90	$ 90
Grand Terrace	Total	$ 89	$ 90	$ 90
Highland	Widen Bridge at City Creek on Baseline		$ 249	
Highland	Widen Bridge at City Creek on Boulder	$ 551		
Highland	Widen Bridge at City Creek on Greenspot	$ 1,517		
Highland	Total	$ 2,068	$ 249	$
Loma Linda	Extend Evans St from Redlands Blvd to Barton Rd from 0 to 4 lanes	$ 46		
Loma Linda	Widen Intersection of Redlands Blvd and California St	$ 73		
Loma Linda	Total	$ 119	$	$
Montclair	Monte Vista ROW for UPRR Grade Separation	$ 38		
Montclair	Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes		$ 8	

ATTACHMENT 1

		CPNA Measure I Need by FY ($1,000)		
City	Project	Prior	11-12	12-13
Montclair	Total	$ 38	$	$
Ontario	Grove Avenue from 4th Street to Holt Blvd - Widen from 4 to 6 lanes	$ 22	$ 50	$ 45
Ontario	Mission Blvd (Benson to Milliken), Widen from 4 to 6 lanes - Phase I Have to Archibald	$ 125	$ 250	
Ontario	Total	$ 146	$ 300	$ 45
Rancho Cucamonga	Foothill Blvd at Malachite - Install new traffic signal		$ 182	
Rancho Cucamonga	Hermosa Ave at Church St - Install new traffic signal			$ 171
Rancho Cucamonga	Widen Wilson Ave from East Ave to Warman Bullock Rd from 0 to 2 lanes	$ 2,052		
Rancho Cucamonga	Install traffic signal at intersection of Church St and Terra Vista Pkwy	$ 178		
Rancho Cucamonga	Total	$ 2,230	$ 182	$ 171
Redlands	Traffic Signal at 6th and I-10 EB Ramp	$ -	$ 173	
Redlands	Traffic Signal at 6th and I-10 WB Ramp	$ -	$ 173	
Redlands	Traffic Signal at Ford Street and I-10 WB Ramp			$ 177
Redlands	Total	$	$ 346	$ 177
Rialto	Widening - Alder Ave from Baseline to SR-30 from 2 to 6 Lanes		$ 3,204	
Rialto	Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	$ 1,656		
Rialto	Widening / Reconstruct - Footlhill Blvd from West City Limits to East City Limits from 4 to 6 Lanes	$ 459		$ 689
Rialto	Install a traffic signal at the intersection of Sycamore Ave and Merrill Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Valley Blvd and Cactus Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Riverside Ave and Locust Ave	$ 127		
Rialto	Total	$ 2,666	$ 3,204	$ 689
San Bernardino	Mount Vernon Viaduct Bridge Replacement	$ 480	$ 63	
San Bernardino	Widen 40THStreet between Acre Ln and Electric Ave from 2 to 4 lanes.	$ 462		$ 340
San Bernardino	Widen "H" Street between Kendall Dr and 40th St, from 2 lanes to 4 lanes.			$ 318
San Bernardino	Extension of State Street between Foothill Blvd and 16TH St, from 0 lanes to 4 lanes.	$ 1,179		
San Bernardino	Total	$ 2,121	$ 63	$ 658
Upland	Widen Arrow Route from County Line to Central Avenue, from 2 to 4 lanes.	$ 200	$ 900	
Upland	Total	$ 200	$ 900	$ -
Yucaipa	Yucaipa Blvd improvements, widen from 4 to 6 lanes, 15th Street to I-10	$ 303	$ 300	$ 280

ATTACHMENT 1

		SPNA Measure I Need by FY ($1000)		
City	Project	Prior	11-12	12-13
Yucaipa	Avenue E Intersection Improvements, Between 5th Street and Bryant Street, widen from 2 to 4 lanes	$ 353	$ 80	$ 100
Yucaipa	Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes	$ 545		
Yucaipa	Total	$ 1,201	$ 390	$ 380

Governments
SANBAG
Working Together

San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **23**

Date: January 4, 2012

Subject: Memorandum of Understanding Regarding the High Desert Corridor

Recommendation:* Approve a Memorandum of Understanding (MOU) C12181 covering the roles and responsibilities for initial studies related to the High Desert Corridor project from State Route 14 in Los Angeles County to State Route 18 in San Bernardino County.

Background: The High Desert Corridor is officially recognized in the federal transportation bill as a "High Priority Corridor" on the National Highway System from Los Angeles to Las Vegas via Palmdale and Victorville. In 2006 the Counties of Los Angeles and San Bernardino entered into a joint powers authority agreement to provide for the planning, design, financing, construction and operation of this corridor. Since that time, several funding sources have been identified to provide for the initial environmental planning, community outreach and business and financing plan. That work is now underway but because of the number of parties involved it is helpful to have a written document in which each party agrees to defined roles and responsibilities.

This MOU sets out the roles and responsibilities for all of the primary parties involved in this project. This MOU will be between SANBAG, the Los Angeles County Metropolitan Transportation Authority (LACMTA), Caltrans, the High Desert Corridor Joint Powers Authority, the County of Los Angeles, the County of San Bernardino, the Southern California Association of Governments,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1201d-dab
C12181

the Town of Apple Valley, the City of Victorville, the City of Adelanto, the City of Lancaster, and the City of Palmdale.

During this phase of the project, SANBAG's role is limited in the MOU to the following:

1. Coordinate with and inform the Project Team on the timing, need, and appropriateness of reflecting Project updates in the Regional Transportation Plan (RTP) and Federal Transportation Improvement Plan (FTIP) while meeting federal and state requirements in order to allow the Project to move forward in a timely manner.
2. Facilitate policy review as necessary by SANBAG Board of Directors and SANBAG policy committees before final adoption of key deliverables.
3. Support and assist with grant applications as well as seeking other funding sources when appropriate opportunities become available.
4. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.
5. Participate in outreach activities.
6. Assist in the Business Case Development as requested by LACMTA.
7. Act as a technical advisor for the Project.
8. Assist and provide data and technical assistance to the other parties to the MOU.
9. Review and provide comment on Project deliverables.
10. Participate in Project Team meetings.

This level of participation keeps SANBAG engaged in the development of the project in cooperation with the agencies listed above. This MOU does not specifically commit SANBAG to funding for the project. While the High Desert Corridor is identified in the Major/Local Highways Program for the Victor Valley, no funding has yet been allocated. This MOU does not preclude the Board from allocating funds to this project in the future should funding become available.

Financial Impact: This item has no impact on the adopted Fiscal Year 2011/2012 SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on December 16, 2011.

Responsible Staff: Duane A. Baker, Director of Management Services

CONTRACT: C12181

MEMORANDUM OF UNDERSTANDING AMONG
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
COUNTY OF LOS ANGELES
COUNTY OF SAN BERNARDINO
THE SAN BERNARDINO ASSOCIATED GOVERNMENTS
THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
TOWN OF APPLE VALLEY
CITY OF ADELANTO
CITY OF LANCASTER
CITY OF PALMDALE
AND
CITY OF VICTORVILLE

REGARDING THE HIGH DESERT CORRIDOR FROM THE SR-14 IN LOS ANGELES COUNTY TO THE SR-18/BEAR VALLEY ROAD IN SAN BERNARDINO COUNTY

RECITALS:

This Memorandum of Understanding ("MOU") is made by and among the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), State of California acting through its Department of Transportation ("STATE"), High Desert Corridor Joint Powers Authority ("HDCJPA"), County of Los Angeles acting through its Department of Public Works ("LACDPW"), County of San Bernardino acting through its Department of Public Works ("SBCDPW"), San Bernardino Associated Governments ("SANBAG"), Southern California Association of Governments ("SCAG"), Town of Apple Valley, City of Adelanto, City of Lancaster, City of Palmdale and City of Victorville are collectively referred to as the "Parties".

DRAFT

1. WHEREAS, the High Desert Corridor/E-220 is officially designated in Section 1304 of the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") as a High Priority Corridor on the National Highway System from Los Angeles, California to Las Vegas, Nevada via Palmdale and Victorville in California;

2. WHEREAS, the Parties are undertaking the Project Approval/Environmental Document ("PA/ED") for the High Desert Corridor ("HDC") that extends from State Route (SR) 14 to SR-18 / Bear Valley Road (the "Project"). Attachment 1 contains the proposed alternatives corridor map and is incorporated herein by this reference;

3. WHEREAS, in November 2006, the Counties of Los Angeles and San Bernardino entered into a joint powers authority agreement to create the HDCJPA to provide for the planning, design, construction, financing, operation and maintenance of public and/or private transportation and utility corridor(s) from Los Angeles County in the vicinity of the Cities of Palmdale and/or Lancaster to San Bernardino County in the vicinity of the City of Victorville, Town of Apple Valley, and City of Adelanto;

4. WHEREAS, SCAG is a joint powers agency established pursuant to Section 6500 et seq. of the California Government Code, and is the designated Metropolitan Planning Organization ("MPO") pursuant to 23 U.S.C. §134(d) for the Counties of Imperial, Los Angeles, Orange, Ventura, Riverside, and San Bernardino, and is required by 23 U.S.C. §134(a), 49 U.S.C. §5301 et seq., 23 CFR §450.312, and 49 CFR §613.100 to maintain a continuing, cooperative, and comprehensive transportation planning process in its development of the Regional Transportation Plan ("RTP") and the Federal Transportation Improvement Program ("FTIP");

5. WHEREAS, SANBAG is the Council of Governments and transportation planning agency for the County of San Bernardino, responsible for the County's Comprehensive Transportation Plan and the Transportation Improvement Program ("TIP");

6. WHEREAS, the STATE, acting through its Department of Transportation, is responsible for approving, funding, and helping to implement those transportation programs in that portion of Southern California which includes all of Los Angeles, Ventura, Riverside and San Bernardino Counties to further statewide transportation policy;

7. WHEREAS, the LACMTA is the transportation planning and programming agency for Los Angeles County and is responsible for Los Angeles County's Long Range Transportation Plan ("LRTP") and the Los Angeles County TIP;

8. WHEREAS, the Town of Apple Valley and the Cities of Victorville, Adelanto, Lancaster and Palmdale have representatives on the HDCJPA Board of Directors and are cities that will be directly affected by the High Desert Corridor/E-220 construction and operations. Each city desires to see the Project be advanced;

9. WHEREAS, on September 12, 2008, LACMTA entered into an MOU with the HDCJPA to provide $500,000 to support the HDCJPA's efforts to seek innovative funding to decrease the time and money needed to construct the High Desert Corridor/E-220, which was amended and restated on February 7, 2011 by LACMTA and HDCJPA;

10. WHEREAS, on November 2008, Los Angeles County voters approved Measure R, a one-half (½) cent local sales tax that will provide $33 million for the environmental clearance for a portion of the Project that extends from SR-14 to Interstate (I) -15;

11. WHEREAS, on October 22, 2009, the LACMTA Board adopted the 2009 LRTP, which included a portion of the Project that extends from SR-14 to I -15 in its "Constrained" Element;

12. WHEREAS, on December 10, 2009, the LACMTA Board approved $2 million in Measure R Funds from the $33 million to conduct a Strategic Assessment and Business Case Development ("Business Case Development") for the Project;

13. WHEREAS, through the SAFETEA-LU Act, the City of Victorville received an $800,000 Federal demonstration earmark which it transferred to the HDCJPA. On May 13, 2010, the HDCJPA authorized the execution of an agreement to transfer authorization of the $800,000 Federal demonstration earmark to STATE for use on the Project;

14. WHEREAS, on May 27, 2010, the LACMTA Board adopted $750,000 in Measure R Funds from the $33 million for community outreach to supplement STATE standard efforts for the environmental clearance;

15. WHEREAS, the City of Victorville received six (6) Federal demonstration earmarks totaling $15.6 million for the Project from US-395 to SR-18/Bear Valley Road;

16. WHEREAS, the City of Victorville has expended approximately $6 million from the Federal demonstration earmarks on efforts for the environmental clearance on the Project from US-395 to SR-18/Bear Valley Road, the remaining approximately $9.6 million will be transferred to STATE to complete the environmental clearance for the Project from US-395 to SR-18/Bear Valley Road;

17. WHEREAS, the Parties intend to work together and with other appropriate governmental and non-governmental agencies to create a cooperative framework to coordinate the appropriate aspects of the Project;

18. WHEREAS, the Parties acknowledge that efforts are underway to proceed with the Project Approval/Environmental Documentation ("PA/ED") in the form of an Environmental Impact Report/Statement ("EIR/S") of an east/west expressway/freeway/possible toll route connecting the SR-14 and SR-18/Bear Valley Road;

19. WHEREAS, the STATE is currently advancing a PA/ED on the portion of the Project along the SR-138 from the SR-14 to 100th Street and the Parties desire that a PA/ED for the entire length of the Project be completed. The STATE has the delegated authority from the Federal Highway Administration ("FHWA") to approve environmental documents, which will help to accelerate the Project's process; and

20. WHEREAS, the purpose of this MOU is to effectuate the collaboration of the Parties as it relates to the Project and to define the roles and responsibilities and funding commitments, if any, of the Parties with regard to the Project.

AGREEMENT:

NOW, THEREFORE, the Parties hereby agree, that the recitals are incorporated by reference as if set forth in full herein and, as follows:

1. This MOU shall be effective on, the date of full execution by mutual agreement of the Parties.

2. The Parties agree that the Project's governance structure shall consist of a project team ("Project Team") consisting of LACMTA in charge of Project Management, STATE in charge of EIR/S Project Management, HDCJPA, and County of Los Angeles, County of San Bernardino, SANBAG, SCAG, Town of Apple Valley, City of Adelanto, City of Lancaster, City of Palmdale and City of Victorville, participating as further detailed herein.

3. The Parties shall each appoint a representative to the Project Team.

4. The Parties shall provide services and materials within individual agency capabilities to facilitate and support implementation of the Project to the extent described in the roles and responsibilities.

5. The Parties shall participate in stakeholder outreach to the extent described in the roles and responsibilities.

6. The Parties shall assist in the analysis of the viability and appropriateness of a public private partnership approach to the Project to the extent described in the roles and responsibilities.

7. The Parties shall act as technical advisor for the completion of the Project to the extent described in the roles and responsibilities.

8. The Parties shall assist and provide data and technical assistance to partner agencies as appropriate to the extent described in the roles and responsibilities.

9. If additional funding is required to complete the portion of the Project from US-395 to SR-18/ Bear Valley Road, the City of Victorville, Town of Apple Valley and City of Adelanto shall not be obligated to contribute additional funding

10. If excess Federal demonstration earmark funds from the City of Victorville remain after the completion of the Project, said funding will be made available 50% to the City of Victorville and 50% to the Town of Apple Valley for purchase of right of way for the Project within each agency's jurisdiction.

11. The Parties are tasked with the following roles and responsibilities:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY:

A. Provide $33 million for PA/ED from SR-14 to SR-18/Bear Valley, of which a portion of these funds will be designated to perform the Business Case Development and supplemental outreach efforts.

B. Manage the contract for supplemental outreach efforts in support of the environmental clearance which will utilize a portion of the Measure R funds programmed for the Project.

C. Entered into a Funding Agreement MOU.MR550, Caltrans Agreement No. 07-4895, dated April 1, 2010, with STATE for the Project, wherein the parties agree in more detail than is provided herein for the funding of the STATE's efforts hereunder.

D. Oversee and manage the STATE's efforts to environmentally clear the Project.

E. Review materials produced by the STATE for quality and completeness before forwarding to the Project Team.

F. Participate in Project Team meetings.

G. If the STATE so requests, the LACMTA "Bench" may be utilized to contract for specific task order component(s) of the Project. If the LACMTA Bench is used, the expense shall be paid for with funds programmed to the Project. The "Bench" is an established qualified list of candidates for contracts under Request For Interest/Qualifications to the contractor.

H. Utilize, to the maximum extent possible, environmental and engineering documentation prepared by the City of Victorville / Town of Apple Valley for the eastern portion of the High Desert Corridor/E-220 of the Project.

I. Ensure that the Project defined purpose and need conforms to the intent of the Federal demonstration earmarks designated for the Project.

J. Contract for and direct performance of the Business Case Development analysis.

K. Meet with HDCJPA, the Town of Apple Valley, City of Adelanto, City of Victorville, City of Palmdale and/or City of Lancaster, in conjunction with HDCJPA and the State Project Management Staff prior to each Project Team meeting if requested by any of those parties.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION:

A. Entered into a Funding Agreement MOU.MR550, Caltrans Agreement No. 07-4895, dated Aril 1, 2010, with LACMTA to enable Project funds to reimburse the STATE for Project work.

B. Act as the Lead Agency for the National Environmental Protection Act ("NEPA") and California Environmental Quality Act ("CEQA") to ensure completion of the Project.

C. Enter into a Cooperative Agreement with HDCJPA for the transfer of $800,000 of Federal demonstration earmark funds, earmarked to the High Desert Corridor/E-220 and obtain authorization to proceed, (E-76 approval).

D. Coordinate with Project Team members affected by the Project.

E. Provide traffic data to LACMTA for use of the Project's Business Case Development.

F. Review outreach materials for accuracy and participate in outreach activities.

G. Participation in Project Team meetings.

H. If in-house resources are not available to complete specific technical components of the Project, utilize the STATE's "Bench" to contract for these specific Project components. If the STATE's Bench lacks the needed resource, utilize LACMTA's Bench.

I. Utilize, to the maximum extent possible, environmental and engineering documentation prepared by the City of Victorville / Town of Apple Valley for the eastern portion of the High Desert Corridor/E-220 of the Project.

J. Enter into a Cooperative Agreement with the City of Victorville for the transfer of the remaining Federal demonstration earmarks, estimated at $9.6 million, to STATE for the Project.

K. Upon transfer of the remaining Federal demonstration earmarks, obtain authorization to proceed, (E-76 approval).

L. Utilize STATE Toll Credits, or other fund source, to provide the entire match for the Federal demonstration earmarks transferred from the City of Victorville and the HDCJPA to STATE.

M. Ensure that the Project's defined purpose and need conforms to the intent of the Federal demonstration earmarks.

N. Meet with HDCJPA, the Town of Apple Valley, City of Adelanto, City of Victorville, City of Palmdale, and/or City of Lancaster, in conjunction with LACMTA and HDCJPA, prior to each Project Team meeting, if requested by any one of those parties.

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY:

A. Review, have input and comment on materials and work products for the Project before they are forwarded to the Project Team.

B. Meet with the Town of Apple Valley, City of Adelanto, City of Victorville, and/or City of Lancaster in conjunction with LACMTA and State Project Management Staff, prior to each Project Team meetings if requested by any one of those parties.

C. Enter into a Cooperative Agreement with STATE for the transfer of Federal demonstration earmark funds, subject to the concurrence from the sponsoring Congressman, of $800,000, from the HDCJPA to STATE for the completion of the Project.

D. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

E. Assist with outreach consultant efforts, identify stakeholders, and participate in outreach activities.

F. Assist in the Business Case Development as requested by LACMTA.

G. Act as a technical advisor for the Project.

H. Assist and provide data and technical assistance to the parties.

I. Review and provide comment on Project deliverables.

J. Participate in Project Team meetings.

LOS ANGELES COUNTY:

A. Cooperate on the Project to ensure that impacts to any County roadways or any other County facilities are appropriately addressed.

B. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.

C. Participate in outreach activities.

D. Assist in the Business Case Development as requested by LACMTA.

E. Act as a technical advisor for the Project.

F. Assist and provide data and technical assistance to the Parties.

G. Review and provide comment on Project deliverables.

H. Participate in Project Team meetings.

SAN BERNARDINO COUNTY:

A. Cooperate on the Project to ensure that impacts to any County roadways or any other County facilities are appropriately addressed.

B. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.

C. Participate in outreach activities.

D. Assist in the Business Case Development as requested by LACMTA.

E. Act as a technical advisor for the Project.

F. Assist and provide data and technical assistance to the Parties.

G. Review and provide comment on Project deliverables.

H. Participate in Project Team meetings.

SAN BERNARDINO ASSOCIATED GOVERNMENTS:

A. Coordinate with and inform the Project Team on the timing, need, and appropriateness of reflecting Project updates in the RTP and FTIP while meeting federal and state requirements in order to allow the Project to move forward in a timely manner.

B. Facilitate policy review as necessary by SANBAG Board of Directors and SANBAG policy committees before final adoption of key deliverables.

C. Support and assist with grant applications as well as seeking other funding sources when appropriate opportunities become available.

D. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.

E. Participate in outreach activities.

F. Assist in the Business Case Development as requested by LACMTA.

G. Act as a technical advisor for the Project.

H. Assist and provide data and technical assistance to the Parties.

I. Review and provide comment on Project deliverables.

J. Participate in Project Team meetings.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS:

A. Coordinate with and inform the Project Team on the timing, need, and appropriateness of reflecting Project updates in the RTP and the FTIP while meeting federal and state requirements in order to allow the Project to move forward in a timely manner.

B. Facilitate policy review as necessary by SCAG's Regional Council and Transportation Committee before final adoption of key deliverables.

C. Support and assist with grant applications as well as seeking other funding sources when appropriate opportunities become available.

D. Provide materials and services within SCAG's capabilities to facilitate and support implementation of the Project.

E. Participate in outreach activities.

F. Assist in the Business Case Development as requested by LACMTA.

G. Act as a technical advisor for the Project.

H. Assist and provide data and technical assistance to the Parties.

I. Review and provide comment on Project deliverables.

J. Participate in Project Team meetings.

TOWN OF APPLE VALLEY

A. Ensure the Project's scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.

B. Cooperate on the Project to ensure that impacts to any Town of Apple Valley roadways or facilities within the Town of Apple Valley's jurisdiction are adequately mitigated.

C. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the Town of Apple Valley's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.

D. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.

E. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

F. Participate in outreach activities.

G. Assist in the Business Case Development as requested by LACMTA.

H. Act as a technical advisor for the Project.

I. Assist and provide data and technical assistance to the Parties.

J. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.

K. Review, have input, and comment on materials and work products for the Project areas within the Town of Apple Valley's jurisdiction before they are forwarded to the Project Team.

L. Participate in Project Team meetings.

CITY OF ADELANTO

A. Ensure the Project scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.

B. Cooperate on the Project to ensure that impacts to any City of Adelanto roadways or facilities within the City of Adelanto's jurisdiction are adequately mitigated.

C. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Adelanto's jurisdiction, in accordance with all policies, procedures, practices, and standards the STATE would normally follow.

D. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.

E. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

F. Participate in outreach activities.

G. Assist in the Business Case Development as requested by LACMTA.

H. Act as a technical advisor for the Project.

I. Assist and provide data and technical assistance to the Parties.

J. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.

K. Review, have input, and comment on materials and work products for the Project areas within the City of Adelanto's jurisdiction before they are forwarded to the Project Team.

L. Participate in Project Team meetings.

CITY OF LANCASTER

A. Cooperate on the Project to ensure that impacts to any City of Lancaster roadways or facilities within the City of Lancaster's jurisdiction are adequately mitigated.

B. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Lancaster's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.

C. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.

D. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

E. Participate in outreach activities.

F. Assist in the Business Case Development as requested by LACMTA.

G. Act as a technical advisor for the Project.

H. Assist and provide data and technical assistance to the Parties.

I. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.

J. Review, have input, and comment on materials and work products for the Project areas within the City of Lancaster's jurisdiction before they are forwarded to the Project Team.

K. Participate in Project Team meetings.

CITY OF PALMDALE

A. Cooperate on the Project to ensure that impacts to any City of Palmdale roadways or facilities within the City of Palmdale's jurisdiction are adequately mitigated.

B. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Palmdale's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.

C. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.

D. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

E. Participate in outreach activities.

F. Assist in the Business Case Development as requested by LACMTA.

G. Act as a technical advisor for the Project.

H. Assist and provide data and technical assistance to the Parties.

I. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.

J. Review, have input, and comment on materials and work products for the Project areas within the City of Palmdale's jurisdiction before they are forwarded to the Project Team.

K. Participate in Project Team meetings.

CITY OF VICTORVILLE

A. Enter into a Cooperative Agreement with STATE for the transfer of the remaining Federal demonstration earmark funds, subject to the concurrence from the sponsoring Congressman, of approximately $9.6 million, from the City of Victorville to STATE for the PROJECT.

B. Ensure the Project's scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.

C. Cooperate on the Project to ensure that impacts to any City of Victorville roadways or facilities within the City of Victorville's jurisdiction are adequately mitigated.

D. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Victorville's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.

E. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.

F. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.

G. Participate in outreach activities.

H. Assist in the Business Case Development as requested by LACMTA

I. Act as a technical advisor for the Project.

J. Assist and provide data and technical assistance to the Parties.

K. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.

L. Review, have input, and comment on materials and work products for the Project areas within the City of Victorville's jurisdiction before they are forwarded to the Project Team.

M. Participate in Project Team meetings.

12. The Parties agree that the Project Team will provide technical guidance and direction on the Project. The LACMTA Project Manager will be responsible for chairing Project Team meetings. Meeting schedules will be developed collaboratively by the Project Team.

13. The Parties agree that each person selected to be a member of the Project Team shall have the relevant expertise in the technical aspects of the Project.

14. For the preparation of the Project, all applicable Federal laws will be carried out by STATE under its assumption of responsibility pursuant to 23 U. S. C. 327. As such, on behalf of the Federal Highway Administration ("FHWA"), STATE will be the lead agency with respect to the federal National Environmental Protection Act ("NEPA"), and the lead agency for the California Environmental Quality Act ("CEQA").

15. Any notice required or permitted under this MOU, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-25-1
Los Angeles, CA 90012
Attention: Douglas R. Failing

Brad Mitzelfelt
Chairman
High Desert Corridor Joint Powers Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Laurie Hunter

Michael Miles
District Director
California Department of Transportation, District 7
100 S. Main Street
Los Angeles, CA 90012
Attention: Osama Megalla

James Hart
City Manager
City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
Attention: Nathan Coapstick

Frank W. Robinson
Town Manager
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307
Attention: Brad Miller

Jim Cox
City Manager
City of Victorville
14343 Civic Drive
PO Box 5001
Victorville, CA 92393
Attention: Brian Gengler

Mark V. Bozigian
City Manager
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
Attention: Nicole Rizzo

Steven Williams
City Manager
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550
Attention: Mike Behen

Gail Farber
Director
Los Angeles County Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Attention: John Walker

Granville M. Bowman
Director
San Bernardino County Department of Public Works
825 East Third Street
San Bernardino, CA 92415
Attention: Mazin Kasey

Deborah Barmack
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Duane Baker

Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017
Attention: Ryan Kuo

16. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. Each of the Parties acknowledges that it has read and reviewed this MOU and that it has the opportunity to confer with counsel in the negotiation of this MOU. Accordingly, this MOU shall be construed neither for nor against any Party. When the context of this MOU requires, (a) the plural and singular numbers shall be deemed to include the other; (b) the masculine, feminine, and neutral genders shall be deemed to include the others; (c) "or" is not exclusive; (d) "includes" and "including" are not limiting; and (e) all things that in law or usage are considered as incidental to this contract, or as necessary to carry it into effect, are implied even if some of them and not others are expressly mentioned herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered as of the last date set forth below by the undersigned Parties.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

_____

Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

_____

Deputy

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

_____

Michael Miles
District Director

Date: _____

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

_____

Brad Mitzelfelt
Chairman

Date: _____

APPROVED AS TO FORM:

Michelle Blakemore
General Counsel for HDCJPA

_____

LOS ANGELES COUNTY

_____

Michael D. Antonovich
Mayor, County of Los Angeles

Date: _____

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

_____

Deputy

SAN BERNARDINO COUNTY

_____

Gary Ovitt
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Rex Hinesley
General Counsel

_____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

_____

Larry McCallon
President

Date: _____

APPROVED AS TO FORM:

Penny Alexander-Kelly
SANBAG Counsel

_____

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

_____

Hasan Ikhrata
Executive Director

Date: _____

APPROVED AS TO FORM:

Joann Africa
Chief Legal Counsel

_____

TOWN OF APPLE VALLEY

_____
Frank W. Robinson
Town Manager

Date: _____

APPROVED AS TO FORM:

John Brown
Town Attorney

By: _____

ATTEST:

_____
Lavond Pareson
Town Clerk

CITY OF ADELANTO

_____

James Hart
City Manager

Date: _____

APPROVED AS TO FORM:

Cari Thomas
Mayor

_____

ATTEST:

_____

Cindy Herrea
City Clerk

CITY OF LANCASTER

_____

Mark V. Bozigian
City Manager

Date: _____

APPROVED AS TO FORM:

David McEwen
City Attorney

_____

ATTEST:

_____

Geri Bryan
Town Clerk

CITY OF PALMDALE

_____

Steven Williams
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

_____

ATTEST:

_____

Victoria L. Hancock
City Clerk

CITY OF VICTORVILLE

_____

Jim Cox
City Manager

Date: _____

APPROVED AS TO FORM:

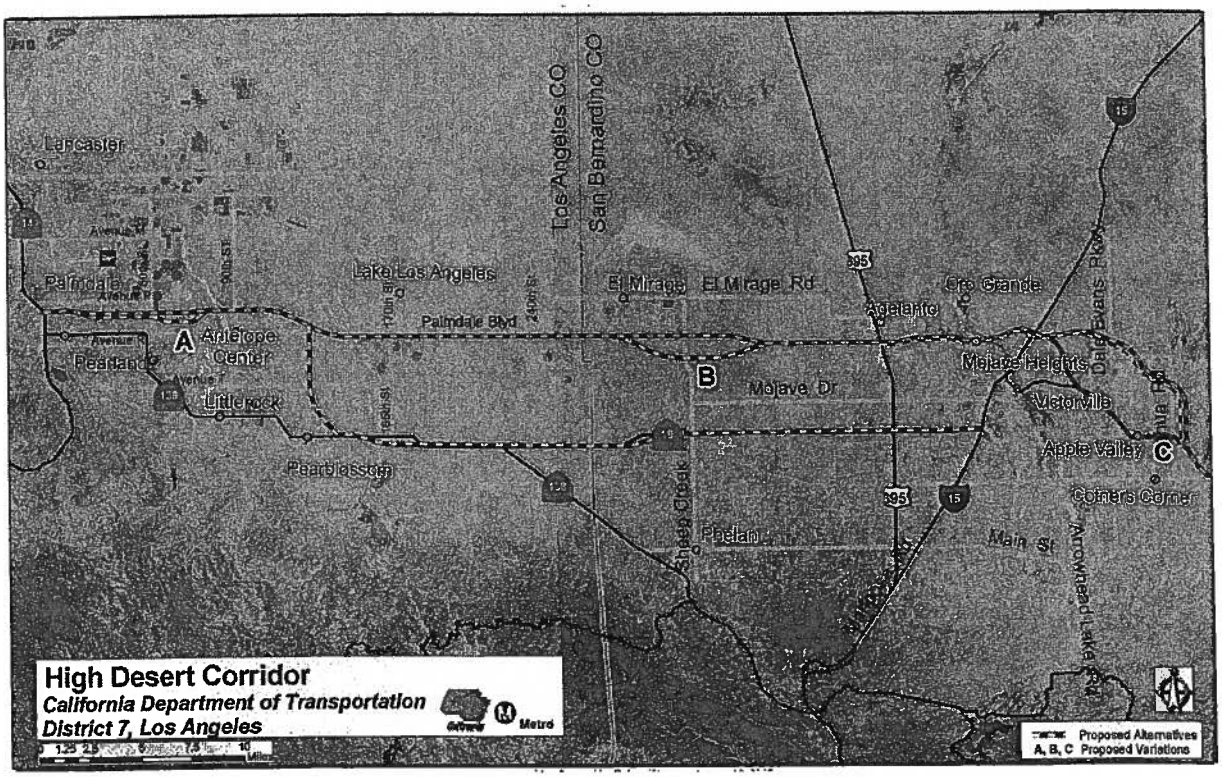
City Attorney

_____

ATTACHMENT 1

HIGH DESERT CORRIDOR

PROJECT ALTERNATIVES MAP



DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: January 4, 2012

Subject: Policy Committee Caucuses

Recommendation:* Report on caucus results of the East Valley, West Valley, and Mountain/Desert city representatives to select members to serve on the Administrative and the Plans and Programs policy committees.

Background: Terms of appointment for a number of members on the Administrative Committee and Plans and Program Committee expired on December 31, 2011. The East Valley, West Valley, and Mountain/Desert caucuses of SANBAG city representatives will confer prior to the Board meeting to select individuals to serve on committees for terms indicated in the table below.

COMMITTEE	VACANCY (Previously held by)	TERM
East Valley		
Administrative Committee	(Patrick Morris, San Bernardino)	12/31/2013
Plans & Programs Committee	(Patrick Morris, San Bernardino)	12/31/2013
West Valley		
Administrative Committee	(Ed Graham, Chino Hills)	12/31/2013
Plans & Programs Committee	(L. Dennis Michael, Rancho Cucamonga) (Alan Wapner, Ontario)	12/31/2013 12/31/2013
Mountain/Desert		
Administrative Committee	(Rick Roelle, Apple Valley)	12/31/2013
Plans & Programs Committee	(Bill Jahn, Big Bear Lake)	12/31/2013

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1201a-dab

Financial Impact: This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on policy committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County.

Reviewed By: This item has not received prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: January 4, 2012

Subject: Purchase & Sale Agreements for acquisition of property necessary for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

Recommendation:* Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreement to acquire Right-of-Way identified in Attachment "A" for construction of the I-215 Bi-County HOV Project.

Background: In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The project would close the gap in the regional HOV network that will exist upon completion of the SR-91 HOV project in Riverside and SANBAG's I-215 widening project north of Orange Show Road.

The environmental document for the I-215 Bi-County HOV Gap Closure project was approved in April 2011, which cleared the way to proceed with the right-of-way acquisition process. The project requires the acquisition of partial takes, permanent easements, and temporary construction easements, mainly for the construction of retaining and sound walls. In November 2011, the Board authorized the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for 32 parcels which were identified at that time,

*

COG		CTC	X	CTA		SAFE		CMA	

Approved
Board of Directors

Date: *January 4, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1201b-ks
Attachments: BRD1201b1-ks

and which had their appraisals completed and approved by Caltrans. Two additional parcels were also identified before but did not have completed and approved appraisals at the time of the November 2011 Board meeting. As a result, these two parcels are being presented sepaeartely to the Board. One parcel is a temporary construction and utility easement from Pacific West Management Company, and the other is a fee and quitclaim of easement rights from Lamar Advertizing Company.

As an agent to SANBAG, Overland, Pacific & Cutler, Inc. (OPC) has completed appraisals of the two (2) subject properties and the required documentation to purchase the right-of-way. The subject properties are summarized in attachment "A". Copies of the appraisals are on file with the Clerk of the Board and are available for review. The total costs for acquiring required right-of-way on these two (2) parcels, including costs for the property owner to replace landscape plant materials and repair damaged landscape irrigation facilities within the temporary construction easements, is estimated at $2,262,500, which includes a contingency of approximately 25%. The contingency amount is based on the potential cost for loss of goodwill claims, potential impacts on the business operators, and anticipated administration settlements.

Acquisition of these two parcels in a timely manner is critical to maintaining the planned construction schedule for the project so as not to jeopardize the $15.5 million of Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction. To reduce the risk of not meeting the March 2012 Right-of-Way Certification date, this item is being presented directly to the Board. Obtaining Board approval substantially reduces the risk of not meeting the March 2012 Right-of-Way Certification date, and allows the project to go to construction in the fall of 2012, and to capture the CMIA funds.

Staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the acquisition of the two properties.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding is provided under TN 83912000. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item has not received prior Policy Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1201b-ks
Attachments: BRD1201b1-ks

ATTACHMENT "A"
I-215 Bi-County HOV Gap Closure Project - Parcels Information

PARCEL #	A.P.N. #	CALTRANS #	Owner	ADDRESS	CITY	TYPE
1	1167-151-03	21980	Pacific West Management Etal	280 De Berry Street	Colton	Temporary Construction Easement & Utility Easement
2	N/A	22397	Lamar Advertising Co. Inc.		Colton	Fee and Quitclaim of Easement Rights

Governments SANBAG Working Together

San Bernardino Associated Governments

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 26

Date: January 4, 2012

Subject: State Route 60 (SR-60) Sound Wall Award of Construction Contract No. C12128

Recommendation:* 1. Award Contract No. C12128 for SR-60 sound wall construction to Griffith Company (Griffith) in an amount of $478,791.

2. Approve Allowances/Contingency for Contract No. C12128 on the SR-60 Sound Wall Project in the amount of $78,429.

Background: **This item provides for award of a new contract based on the competitive low bid process.** On December 15, 2011, eight (8) bids were received in response to Instruction For Bidder (IFB) C12128 for the construction a new sound wall on State Route 60 (SR-60) along the westbound lanes between Ramona and Pipeline Avenues in the City of Chino. The project includes approximately 950 feet of sound wall and new and replacement planting within Caltrans right of way along SR-60. During construction, approximately 2,500 square feet of existing plant groundcover will be disturbed by the construction activity and, therefore, must be replaced. In addition, new ivy will be planted along the base of the sound wall as a graffiti deterrent measure. The construction contract requires the contractor to maintain the replacement ground cover and new ivy during a one year plant establishment period. The engineers estimate for the project was $580,000 including all bid items, supplemental work items, and contingency.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1201a-bf
Attachment: C12128

At the bid opening, the contractors with the three lowest bid prices were Griffith Company in the amount of $478,791, followed by Metrocell Construction in the amount of $531,022, and Peterson Chase in the amount of $533,977. Bids received in response to IFB C12128, ranged from $478,791.00 to $758,260, and are summarized in Exhibit A.

After bid opening, and in accordance with the IFB requirements, all bids were reviewed and analyzed by staff. Staff reviewed the bid submitted by the lowest bidder, Griffith Company, and found it to be both responsive and responsible. Therefore, Staff recommends award of Contract No. C12128 to Griffith Company as the lowest responsive and responsible bidder for the SR-60 Sound Wall Project in an amount of $478,791.

Staff is also recommending approval of Allowances/Contingency for Contract No. C12128 on the SR-60 Sound Wall Project consisting of Supplemental items and contingency for a total amount of $78,429 (See Exhibit B). Together, the bid price and contingency costs are $557,220, approximately $22,780 below the engineer's estimate.

Approval to take this recommendation for award of a construction contract directly to the SANBAG Board was approved by the Major Projects Committee on December 15, 2011. This recommendation was approved in order to take advantage of competitive bid prices and to start construction as soon as possible. Staff requests approval of both recommendations.

Financial Impact: This item is consistent with the current SANBAG Fiscal Year 2011/2012 Budget for Task No. 81712000. The funding source is Measure I funds.

Reviewed By: Approval to take this recommendation for award of a construction contract directly to the SANBAG Board was approved by the Major Projects Committee on December 15, 2011. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Exhibit A

1. Griffith Company	$478,791.00
2. Metrocell Construction	$531,022.00
3. Peterson Chase	$533,977.00
4. Highland Construction	$556,720.00
5. Powell Construction	$559,555.00
6. O'Donnell Construction	$561,480.00
7. Parsam Construction	$636,640.00
8. Granstrom Construction	$758,260.00

Exhibit B

Item	Item Description	Unit of Measure	Unit Price	Cost
	SUPPLEMENTAL WORK			
1	DISPOSING OF SURPLUS MATERIAL	LS	$1,750	$1,750
2	CHECK EXISTING IRRIGATION FACILITIES	LS	$500	$500
3	DISPOSAL OF REMOVED PLANT MATERIAL	LS	$1,000	$1,000
4	SUPPLY BORROW MATERIAL	LS	$2,000	$2,000
5	REPAIR EXISTING IRRIGATION SYSTEM	LS	$2,000	$2,000
6	MODIFY IRRIGATION SYSTEM	LS	$800	$800
7	LOCATE EXISTING IRRIGATION FACILITIES	LS	$1,000	$1,000
8	MODIFY EXISTING IRRIGATION SYSTEM	LS	$1,000	$1,000
9	LOCATE EXISTING CROSSOVER AND CONDUIT	LS	$1,000	$1,000
10	MAINTAIN WATER SUPPLY	LS	$500	$500
11	MAINTAIN EXISTING IRRIGATION SYSTEM	LS	$500	$500
12	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	$12,000	$12,000
13	ADDITIONAL WATER POLLUTION CONTROL	LS	$2,500	$2,500
14	DAMAGE REPAIR	LS	$1,000	$1,000
15	ADDITIONAL CIDH CONCRETE PILING	LS	$3,000	$3,000
16	**SUBTOTAL**	LS	**$30,550**	**$30,550**
	CONTINGENCIES			
17	10% of Construction Contract			$47,879
18	**SUBTOTAL - SUPPLEMENTAL WORK AND CONTINGENCY**			**$78,429**
TOTAL				
	SUMMARY			
1	**Construction Contract C12128**			$478,791.00
2	**Supplemental Work Items**			$30,500
3	**Contingency (10%)**			$47,879
	Total			**$557,220.00**
	Engineers Estimate			**$580,000.00**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12128 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Griffith Company

Contract Description Construction of SR-60 Sound Wall

Board of Director's Meeting Date: 1/4/12

Overview of BOD Action: Award Contract No. C12128 for SR-60 Sound Wall construction to Griffith Company (Griffith) in an amount of $478,791.00 and approve Supplemental Work/Contingency for Contract No. 12128 in the amount of $78,429.00.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	478,791.00	**Original Contingency Amount**	$	78,429.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	478,791.00	**TOTAL CONTINGENCY VALUE**	$	78,429.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	557,220.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
January 4, 2012	December 1, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0817.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

Funding for this contract is to be provided by MSI 1990-Valley Major Projects.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate %5.

☐ Disadvantaged Business Enterprise (DBE) Goal 0 % ☐ Underutilized DBE (UDBE) Goal 0 %

mm 12/21/11

Task Manager Signature — Date 12/20/11

Project Manager Signature — Date 12/20/11

Chief Financial Officer Signature — Date 12/20/11

Contracts Manager Signature — Date

CONTRACT # C12128

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

GRIFFITH COMPANY

FOR

STATE ROUTE 60 SOUND WALL

This Contract, is effective on the Effective Date as defined herein, by and between **San Bernardino Associated Governments**, acting as the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and **Griffith Company** (referred to hereinafter as "CONTRACTOR") whose address is 12200 Bloomfield Avenue, Santa Fe Springs, CA 90670.
Authority and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of masonry block sound wall along the north side of State Route 60 between Pipeline and Ramona Avenues; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) Advertisement for Bids, first publication date November 4, 2011.
b) Bidder's Bid dated NOVEMBER 23, 2011.
c) California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

d) Drawings, entitled "Project Plans for Construction on State Highway in San Bernardino County in Chino from 0.1 miles east of Pipeline Avenue Overcrossing to 0.2 Miles west of Ramona Avenue Overcrossing."
e) Addenda No's 1 dated November 16, 2011.
f) Project Plans dated July 21, 2011; and Special Provisions dated July 21, 2011.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of **$ 478,791.00.**

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 30 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all subcontractors.

ARTICLE 5. COMPENSATION

The AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Four hundred seventy-eight thousand seven hundred ninety-one DOLLARS AND zero CENTS ($ 478,791.00),** subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety percent (90%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project.

Bid Schedule

ITEM NO.	DESCRIPTION	UNIT MEASURE	QTY	UNIT COST	TOTAL COST
1	CONSTRUCTION SITE MANAGEMENT	LS	1	$ 1,200.00	$ 1,200.00
2	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	$ 5,000.00	$ 5,000.00
3	TEMPORARY GRAVEL BAG BERM	LF	1,110	$ 2.30	$ 2,553.00
4	TEMPORARY CONSTRUCTION ENTRANCE	LS	1	$ 2,630.00	$ 2,630.00
5	TEMPORARY COVER	SQYD	440	$ 2.80	$ 1,232.00
6	TEMPORARY CONCRETE WASHOUT (PORTABLE)	LS	1	$ 380.00	$ 380.00
7	CONSTRUCTION AREA SIGNS	LS	1	$ 635.00	$ 635.00
8	REMOVE IRRIGATION FACILITY	LS	1	$ 1,400.00	$ 1,400.00
9	RELOCATE IRRIGATION FACILITY	LS	1	$ 1,550.00	$ 1,550.00
10	CLEARING AND GRUBBING	LS	1	$ 5,440.00	$ 5,440.00
11	ROADWAY EXCAVATION	CY	40	$ 43.00	$ 1,720.00
12	EMBANKMENT	CY	11	$ 71.00	$ 781.00
13	HIGHWAY PLANTING	LS	1	$ 5,130.00	$ 5,130.00
14	MAINTAIN EXISTING PLANTED AREAS	LS	1	$ 1,360.00	$ 1,360.00
15	PLANT ESTABLISHMNET WORK	LS	1	$ 2,720.00	$ 2,720.00
16	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1	$ 1,360.00	$ 1,360.00
17	IRRIGATION SYSTEM	LS	1	$ 8,200.00	$ 8,200.00
18	16" CAST IN DRILLED HOLE CONCRETE PILING (SOUND WALL)	LF	2000	$ 54.00	$ 108,000.00
19	MINOR CONCRETE (SOUND WALL)	CY	100	$ 640.00	$ 64,000.00
20	SOUND WALL (MASONRY BLOCK)	SF	15,750	$ 14.00	$ 220,500.00
21	MOBILIZATION	LS	1	$ 43,000.00	$ 43,000.00
			TOTAL PRICE $		**$ 478,791.00**

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate AUTHORITY and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTORassociation acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the

obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from CONTRACTTOR DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

13.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR'S Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use AUTHORITY'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUATHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by AUTHORITY. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises, operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury.
(f) Contractual liability.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:
(a) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
(b) $2,000,000 aggregate for products-completed operations.
(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.
(d) $5,000,000 umbrella or excess liability. For projects over $25,000,000 only, an additional $20,000,000 umbrella or excess liability (for a total of $25,000,000).

Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 AUTHORITY, their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing facilities and the claim arises from the CONTRACTOR's failure to maintain; or
(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or
(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

15.5 (Intentionally Left Blank.)

15.6 Builder's Risk Insurance –CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk Policy shall include a soft cost endorsement that covers AUTHORITY's soft costs equal to twenty percent (20%) of the contracts full value. Soft costs are defined as; certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following: legal/accounting fees, design, or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include interests of AUTHORITY, CONTRACTOR and its sub-contractors in the Project as insured's as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under "Special Form

Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion or hail, smoke, aircraft or vehicles, riots or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, the AUTHORITY, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of AUTHORITY, CONTRACTOR and sub-contractors as their interest may appear.

15.7 Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against AUTHORITY, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors. This waiver must be stated on the certificate of insurance.

15.8 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

15.9 Proof of Insurance – Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be provided within ten (10) business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide AUTHORITY thirty (30) days' written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide AUTHORITY ten (10) days' written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section. CONTRACTOR is required to provide certified copies of all insurance policies within ten (10) days of AUTHORITY's written request of said copies.

15.10 Enforcement – AUTHORITY may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise

CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from NTP through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR'sBid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract number.

To CONTRACTOR	To AUTHORITY
Griffith Company	San Bernardino Associated Governments
12200 Bloomfield Avenue	1170 W. 3rd Street, 2nd Floor
Santa Fe Springs, CA 90670	San Bernardino, CA 92410-1715
Attn: Ryan Aukerman	Attn: Garry Cohoe
Phone: (562) 929-1128	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum indicated in the special provisions per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty

items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR'sown organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full Authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and AUTHORITY's employees or agents and carefully fit its own work to such additional work as may be directed by AUTHORITY.

CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 AUTHORITY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.

29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

29.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to

CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AUTHORITY if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

30.1 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This provision does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

GRIFFITH COMPANY

By: _____
Ryan J. Aukerman
District Manager

Date: _____

Licensed in accordance with an act providing for registration of contractors.

No. 88 Class A,B,C8,C12,C27
License Number

950795590
Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Larry McCallon
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
General Counsel

CONCURRENCE

By: _____
Kathleen Murphy-Perez
Contracts Manager

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: January 4, 2012

Subject: SANBAG Presentation to the California Transportation Commission (CTC)

Recommendation:* Receive presentation.

Background: On December 14, 2011, President McCallon of SANBAG and Supervisor Benoit of the Riverside County Transportation Commission jointly welcomed the CTC to the Inland counties and summarized the recent, ongoing, and upcoming project delivery activities of the two agencies. Both presentations focused on elements of the agencies' programs that receive significant support from funds allocated and managed by the CTC, including State Transportation Improvement Program (STIP), State Highway Operation and Protection Program (SHOPP), and Proposition 1B funds such as the Corridor Mobility Improvement Account (CMIA) and Trade Corridor Improvement Fund (TCIF). President McCallon will present the SANBAG portion of the remarks provided to the CTC.

Financial Impact: This item is consistent with the Fiscal Year 2011-2012 SANBAG Budget.

Reviewed By: This material has been presented publically by the SANBAG President but has had no prior policy committee review.

Responsible Staff: Ty Schuiling, Interim Executive Director

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1201c-ty

AGENCY REPORTS

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on October 20, 2011. The MSRC's next meeting will be held on Thursday, November 17, 2011.

Meeting Minutes Approved
At its October 20, 2011 meeting, the MSRC unanimously approved the minutes from its last meeting.

Another Alternative Fuel Infrastructure Contract Award Approved
As part of the FY 2010-11 Work Program, the MSRC released a $5 million Alternative Fuel Infrastructure Program Announcement #PA2011-12. Eligible projects would include new, as well as upgraded or expanded, CNG and LNG stations. Stations are eligible for up to 50 percent of station capital equipment, site construction, signage, and reasonable project management costs. The maximum MSRC funding requested per project varies from $100,000 to $250,000 depending upon whether the applicant is a public or private entity, the accessibility level of the proposed project, and the number of fuels offered. Proposals meeting requirements would be considered for funding throughout the application period on a first-come, first-served basis. The PA also includes a geographic minimum of $250,000 per county. The open application period closed on October 14, 2011. To date the MSRC has approved 13 applications totaling $1.875 million. An additional application from Bear Valley Unified School District was received, evaluated and determined to meet all eligibility requirements. At its October 20, 2011 meeting, the MSRC unanimously approved a contract to Bear Valley Unified School District in an amount not to exceed $175,000 for the installation of a limited access CNG station in Big Bear Lake. The AQMD Board will consider this award at its November 4, 2011 meeting.

Contract Approved for Another Major Event Center Transportation Program
The MSRC also allocated $1.5 million as part of the FY 2010-11 Work Program to provide funding for the implementation of new or expanded transportation programs at major event venues not currently served by sufficient transportation service, thereby reducing emissions and congestion by eliminating automobile vehicle miles traveled and

trips. Participants are required to match MSRC funding awarded with cash or in-kind co-funding. The Program Announcement to solicit applications for projects to implement such transportation programs was open from February 4 through August 5, 2011. To date the MSRC has awarded $929,567 under this Program. An additional application was received from the Auto Club Speedway, in partnership with the Southern California Regional Rail Authority (SCRRA), requesting funding to implement a special MetroLink service for the NASCAR Sprint Cup Series race to be held on March 25, 2012. The service, intended to promote the use of public transit in lieu of personal automobiles, would provide dedicated MetroLink service, using locomotives powered by Tier 2-rated engines or better, on three rail lines: 1) from East Ventura; 2) from Oceanside; and 3) from Fullerton (via Union Station) Service. Elimination of traffic congestion, especially reductions in automobile stop-and-go driving and queuing, has a direct link to reduced vehicle exhaust emissions. The Auto Club Speedway and SCRRA would contribute at least $110,000 towards service implementation, advertising and marketing. At its October 20, 2011 meeting, the MSRC unanimously approved a $26,000 contract award to SCRRA to implement the special MetroLink service for the NASCAR Spring Cup Series event. The AQMD Board will consider this award at its November 4, 2011 meeting.

Development of FY 2011-12 Work Program

The MSRC's Technical Advisory Committee reported that the following four subcommittees have been formed: 1) Vehicles and Advanced Technology; 2) Local Match Program; 3) Transportation Control Measures; and 4) Alternative Fuel Infrastructure. The Subcommittees will meet over the next several weeks to consider the feedback from the series of mini-workshops recently conducted throughout the region and direction from the MSRC to develop work program categories and elements. It is estimated that $25 million will be available to implement the FY 2011-12 Work Program. The MSRC anticipates considering proposed work program categories and elements at its December 2011 meeting.

Contract Modification Requests

At its October 20, 2011 meeting, the MSRC considered three contract modification requests and took the following unanimous actions:

1. For City of Los Angeles Contract #MS07080, which provided $63,193 to perform off-road retrofit demonstrations, approval of an 18-month, no-cost term extension;
2. For Griffith Company Contract 3MS07070, which provided $168,434 to perform off-road retrofit demonstrations, approval of a 10-month, no-cost term extension; and

3. For City of Long Beach Contract #ML09036, which provided $875,000 towards the purchase of 35 heavy-duty natural gas vehicles, approval to substitute 16 vehicles with comparable heavy-duty natural gas vehicles as well as a one-year, no-cost term extension.

The MSRC also approved travel expenditures for MSRC Member Earl Withycombe, who represents CARB, to attend the September 15, 2011 MSRC meeting. Funding for this travel comes from the MSRC's Administrative Budget, which is approved annually and is capped at 5% of revenues. The Administrative Budget specifically sets aside funds for travel by MSRC members for MSRC events.

Received and Approved Final Reports
The MSRC received and approved two final report summaries, as follows:

1. Riverside County Transportation Commission Contract #MS07092, which provided $350,000 to implement a 511 Commuter Services Outreach Campaign; and
2. Los Angeles County Metropolitan Transportation Authority Contract #MS06004, which provided $1,391,983 to implement a new Freeway Service Patrol.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at http://www.cleantransportationfunding.org.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on November 17, 2011. The MSRC's next meeting will be held at the McCoy Equestrian Center in Chino Hills on Thursday, December 15, 2011.

FY 2011-12 Work Program

The MSRC's next meeting will be held offsite at the McCoy Equestrian Center in the City of Chino Hills on Thursday, December 15, 2011. It is anticipated that the MSRC will consider elements of its FY 2011-12 Work Program. The conceptual work program will be submitted to the AQMD Board for consideration after adoption by the MSRC. It is estimated that $25 million will be available for the FY 2011-12 AB 2766 Discretionary Fund Work Program.

Additional Alternative Fuel Infrastructure Contract Awards Approved

As part of the FY 2010-11 Work Program, the MSRC released a $5 million Alternative Fuel Infrastructure Program Announcement #PA2011-12. Eligible projects would include new, as well as upgraded or expanded, CNG and LNG stations. Stations are eligible for up to 50 percent of station capital equipment, site construction, signage, and reasonable project management costs. The maximum MSRC funding requested per project varies from $100,000 to $250,000 depending upon whether the applicant is a public or private entity, the accessibility level of the proposed project, and the number of fuels offered. Proposals meeting requirements would be considered for funding throughout the application period on a first-come, first-served basis. The PA also includes a geographic minimum of $250,000 per county. To date the MSRC has approved 14 applications totaling $2.025 million. Ten additional applications requesting $2,286,850 were received prior to the closing of the application period on October 14, 2011. Two of these ten applications requested funding exceeding the caps established in the PA. At its November 17, 2011 meeting, the MSRC unanimously approved allocating $1,336,850 to fund these ten applications. The AQMD Board will consider these awards at its December 2, 2011 meeting. The remaining unallocated funds for this category in the amount of $1,638,150 will revert to the AB 2766 Discretionary Fund for the next work program.

Contract Approved for Another Major Event Center Transportation Program
The MSRC also allocated $1.5 million as part of the FY 2010-11 Work Program to provide funding for the implementation of new or expanded transportation programs at major event venues not currently served by sufficient transportation service, thereby reducing emissions and congestion by eliminating automobile vehicle miles traveled and trips. Participants are required to match MSRC funding awarded with cash or in-kind co-funding. The PA to solicit applications for projects to implement such transportation programs was open from February 4 through August 5, 2011. To date the MSRC has awarded $955,567 under this Program. An additional application was received from the SunLine Transit Agency requesting funding to implement a supplemental Highway 111 transit service within the Coachella Valley to provide an alternative transportation option for patrons of the Coachella Valley Music and Arts Festival and the Stagecoach Music Festival, which will be held in the City of Indio in April 2012. Thirty buses will be provided by SunLine for this supplemental service, which will connect Palm Springs as well as Palm Desert park-and-ride lots and hotels to and from the event venue. Coach operators will be supplied by SunLine, Omnitrans and Riverside Transit Agency. It is estimated the supplemental transit service will transport 6,000 patrons daily for the Coachella Valley Music and Arts Festival and 1,500 patrons daily for the Stagecoach Music Festival. Matching in-kind funds equivalent to the MSRC's contribution would be provided by SunLine's project partner Goldenvoice. At its November 17, 2011 meeting, the MSRC unanimously approved a $221,253 contract award to SunLine for this supplemental Highway 111 transit service. The AQMD Board will consider this award at its December 2, 2011 meeting. If approved, each of the four counties will have received funding for major event center programs.

"Showcase II" Off-Road Aftertreatment Demonstration Awards Approved
Also as part of the FY 2010-11 Work Program, the MSRC released a $2.25 million Showcase II Vehicle Program Announcement #PA2011-07 seeking vehicles to be retrofitted for demonstration purposes with devices pre-qualified under the companion Showcase II Manufacturers' RFQ. A vehicle may be submitted as part of a complete "package" to be retrofitted with a specified device, or the applicant can request that their vehicle be matched with an appropriate device by the MSRC. If not proposing a package, vehicle owners are matched with pre-qualified retrofit devices deemed likely to be compatible with the proposed vehicle, engine and duty cycle; one or more qualified manufacturers are then asked to provide quotes to retrofit the specific vehicles; and match recommendations are then made based upon a variety of factors including device cots and the vehicle/device pairing's ability to address program priorities. To date funding totaling $422,933 to retrofit 15 vehicles for demonstration have been awarded. At its November 17, 2011 meeting, the MSRC awarded additional funds totaling $764,748 to fund 28 additional retrofits in three fleets, as follows: 1) Standard Concrete to retrofit 2 vehicles with passive devices in the amount of $76,840; 2) SA Recycling to retrofit 13 vehicles in

the amount of $424,801; and 3) DCL America Inc. to retrofit 13 vehicles in the amount of $263,107. The AQMD Board will consider these awards at its December 2, 2011 meeting. Although the PA closed October 7, 2011, the Evaluation Subcommittee is still reviewing applications and additional funding recommendations are anticipated. They will be submitted to the AQMD Board for consideration after action is taken by the MSRC.

Additional Funding for Natural Gas School Buses Awarded
The MSRC also allocated $1.5 million under the FY 2010-11 Work Program for an Alternative Fuel School Bus Incentive Program. The MSRC released an RFQ seeking qualified vendors to participate in the Program. Vendors deemed qualified would be contractually authorized to offer buy-down incentives to qualifying school districts or private providers of pupil transportation, not to exceed the following amounts per qualified bus: 1) $15,000 for cutaway "Type A" CNG or LPG buses; 2) $25,000 for conventional body LPG bus or advanced technology hybrid electric bus; and 3) $45,000 per full size "Type D" CNG school bus. Two vendors, A-Z Bus Sales and BusWest, were deemed "qualified" vendors and awarded initial contracts of $300,000 each, with additional funds to be allocated based on demand. To date, A-Z Bus Sales has been awarded $475,000; and BusWest, $315,000. At its November 17, 2011 meeting, the MSRC approved a request from BusWest for an additional $225,000 to fulfill an order from Durham School Services, a private pupil transportation provider, for five full-sized CNG buses to fulfill pupil transportation services for the Irvine School District.

Clarification of Local Match Award
On September 9, 2011, Item 10, recommended action #5(m), the AQMD Board approved a Local Government Match award from the MSRC to the City of Gardena in an amount not to exceed $102,500 for the modification of their vehicle maintenance and repair facility to accommodate the maintenance of gaseous-fueled vehicles, the expansion of their existing CNG station, and the purchase of a natural gas heavy-duty vehicle. At its November 17, 2011 meeting, the MSRC amended the award to the City of Gardena to modify their maintenance facility, expand two (not one) existing CNG stations, and purchase a heavy-duty liquefied petroleum gas (not natural gas) vehicle. The award value remains unchanged. The AQMD Board will consider this amended award at its December 2, 2011 meeting.

Approval of Travel Expenses
The MSRC approved travel expenditures for MSRC Member Earl Withycombe, who represents CARB, to attend the September 15, 2011 MSRC meeting. Funding for this travel comes from the MSRC's Administrative Budget, which is approved annually and is capped at 5% of revenues. The Administrative Budget specifically sets aside funds for travel by MSRC members for MSRC events.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison			
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			G. Duncan
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	B. Mitzelfelt			B. Mitzelfelt
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Vacant (J. Williams) E. Scott	R. McEachron A. Wapner

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Janice Rutherford, Supervisor, Vice President (Chair) Larry McCallon, Highland, President (Vice Chair) Brad Mitzelfelt, Supervisor, Past President Neil Derry#, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Mike Leonard, Hesperia Pat Morris, San Bernardino Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Dennis Yates, Chino	6/30/2012 6/30/2012 6/30/2012 12/31/2011 12/31/2011 12/31/2011 12/31/2012 12/31/2011 12/31/2012 12/31/2012 12/31/2011 12/31/2012
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 5 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry#, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2012) Indeterminate (6/30/2012) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Jim Harris, Twentynine Palms (Chair) Julie McIntyre, Barstow (Vice Chair) Neil Derry#, Supervisor George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Edward Paget, Needles Rick Roelle, Apple Valley Cari Thomas, Adelanto	Indeterminate (6/30/2012) Indeterminate (6/30/2012) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	Richard Riddell, Yucaipa (Chair) Pete Aguilar, Redlands Neil Derry#, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Patrick Morris, San Bernardino Ray Musser, Upland Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Janice Rutherford, Supervisor Ed Scott, Rialto Walt Stanckiewitz, Grand Terrace Michael Tahan, Fontana Alan Wapner, Ontario Dennis Yates, Chino Sarah Zamora, Colton	Indeterminate (6/30/2012) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts in excess of $25,000 with notification to Board of Directors	Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Neil Derry#, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Larry McCallon , Highland Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario	12/31/2011 (6/30/2012) 12/31/2011 (6/30/2012) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2011 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2011

#Neil Derry Self Suspension, May 3, 2011

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2010-2011 Audit) - SANBAG President – Larry McCallon, Highland - Vice President – Janice Rutherford, Supervisor - Immediate Past President – Brad Mitzelfelt, Supervisor - Presidential Appointment – Walt Stanckowitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act meetings.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

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