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

AGENDA

Board of Directors Meeting

February 1, 2012

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

****Convene Regular Meeting 11:00 a.m. ****
1st Floor Lobby

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, Council Member
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
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
February 1, 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 6	**SANBAG v. Trung Cao Nguyen, et al., San Bernardino County Superior Court Case No. CIVDS 1104969**
B 8	**SANBAG v. Trung Cao Nguyen, et al., San Bernardino County Superior Court Case No. CIVDS 1104968**
B 10	**SANBAG v. Charles Howes Jacobson, et al., San Bernardino County Superior Court Case No. CIVDS 1105488**
C 69	**SANBAG v. NHOS Enterprises, et al., San Bernardino County Superior Court Case No. CIVDS 1103193**

#2 Public Employee Appointment (Govt. Code Sec. 54957) Title: Executive Director

#3 Conference With Labor Negotiator (Larry McCallon) (Govt. Code Sec. 54957.6)
Unrepresented Employee: Executive Director

****CONVENE REGULAR MEETING 11:00 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 – 11:00 a.m. by Mayor Larry McCallon

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 16)
- City Selection Committee
  Immediately following the Board of Directors meeting

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of February 1, 2012** Pg. 17

   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 32.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 19

3. **December 2011 Procurement Report** Pg. 23

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

   This item was received by the Administrative Committee on January 11, 2012.

Notes/Actions:

Consent Calendar Continued....

Administrative Matters (Cont.)

4. Budget to Actual Report for first quarter ending September 30, 2011 Pg. 25

Receive and file Budget to Actual Report for first quarter ending September 30, 2011. **William Stawarski**

This item was received by the Administrative Committee on January 11, 2012.

5. Status of San Bernardino Associated Governments (SANBAG) Financial Audit Pg. 29

Receive Status Report on the Annual Financial Audit for Fiscal Year 2010/2011. **William Stawarski**

This item was received by the Administrative Committee on January 11, 2012.

6. Encumbrance Adjustments for Fiscal Year 2010-2011 Pg. 31

Approve Encumbrance Adjustments for the following projects to be incorporated in the SANBAG 2011-2012 Budget:

Task	Description	Increase (Decrease)
0315	Omnitrans	($1,773,810)
0352	General Commuter Rail	($10)
0504	Measure I Administration-Valley	$765,000
0506	Local Transportation Fund	$3,788,152
0507	State Transit Assistance Fund	($5,769,796)
0701	Valley Signal Coordination Program	($45,000)
0884	Laurel Avenue Grade Separation	($91)

William Stawarski

This item was unanimously recommended for approval by the Administrative Committee on January 11, 2012.

7. Request for Proposal (RFP) for Professional Auditing Services Pg. 33

Authorize and approve release of RFP 12-193 for professional auditing services for San Bernardino Associated Government (SANBAG). **William Stawarski**

This item was unanimously recommended for approval by the Administrative Committee on January 11, 2012. Legal Counsel and Contracts Manager have reviewed and approved the RFP and contract as to form.

Notes/Actions:

Consent Calendar Continued....

Administrative Matters (Cont.)

8. Proposed Modification of Administrative Committee Membership to Include All SANBAG Officers and Committee Chairs Pg. 39

1) Approve modification of Policy 10002 Part III, composition of the Administrative Policy Committee, to include all SANBAG Officers, all Policy Committee Chairs, and additional appointees as needed to maintain geographic balance as currently defined.

2) Approve modification of Policy 10002 Part V, Membership Terms, to stipulate that Administrative Policy Committee terms shall extend from July 1 to June 30 to be consistent with the terms of SANBAG Officers and Policy Committee Chairs.

3) Approve the addition of the Policy Committee Chairs to the Administrative Committee without displacement of current members until the election of new SANBAG Officers and Policy Committee Chairs in June 2012. **Ty Schuiling**

This item was unanimously recommended for approval by the Administrative Committee on January 18, 2012.

Regional and Quality of Life

9. Initial Observations on the Draft 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Pg. 44

1) Receive information on SANBAG staff observations regarding the Draft 2012 Regional Transportation Plan/Sustainable Communities Strategy and Program Environmental Impact Report (PEIR) released in December 2011 by the Southern California Association of Governments (SCAG).

2) Authorize submittal of a letter to SCAG, signed by the SANBAG President, before the February 14, 2012 deadline that addresses concerns as described in the background section of the agenda item, and reflects or confirms the outcomes of continuing discussions. **Ty Schuiling**

This item was received by the Plans and Programs Committee on January 18, 2012. The Transportation Technical Advisory Committee, City/County Managers TAC, and the Planning and Development Technical Forum (PDTF) have been previously briefed on RTP/SCS issues.

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning and Programming

10. Contract Amendment for Development of the San Bernardino County Transportation Analysis Model (SBTAM) Pg. 71

1) Approve Amendment No. 2 to Contract No. C10194 with Parsons Brinckerhoff, Inc., for development of the San Bernardino County Transportation Analysis Model to extend the term until June 30, 2012 and add $10,000 to the contract amount, for a new contract total of $210,000.

2) Approve an amendment to the SANBAG Fiscal Year 2011-2012 budget, increasing Task 0202 $10,000, from $237,561 to $247,561, to be funded with Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012. The contract amendment has been reviewed by the SANBAG Contracts Manager and by SANBAG Counsel.

11. Jurisdiction Master Agreements Pg. 77

1. Approve Jurisdiction Master Agreement C12012 with the City of Chino; and

2. Terminate Fiscal Year 2010/2011 Jurisdiction Master Agreement C10242 with the City of Chino. **Ty Schuiling**

This item was unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012. The Jurisdiction Master Agreement has been reviewed by SANBAG Counsel and SANBAG Contracts Manager, and has been approved by the City of Chino Council.

Program Support/Council of Governments

12. SANBAG 2012 State and Federal Legislative Platforms Pg. 91

Approve the 2012 State and Federal Legislative Platforms. **Eric Haley**

This item was unanimously recommended, as amended, for approval by the Administrative Committee on January 11, 2012.

Consent Calendar Continued....

Program Support/Council of Governments (Cont.)

13. Request for Proposal (RFP) for Professional Services to Form and Implement a Property Assessed Clean Energy (PACE) Program Pg. 99

Authorize and approve release of RFP 12-141 for professional services to assist in the formation and implementation of financing mechanisms for a Property Assessed Clean Energy (PACE) program in San Bernardino County. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012.

14. Request for Proposal (RFP) for Joint Solar Power Purchase Program and Site Assessments Pg. 107

Authorize and approve the release of RFP 12-142 for professional services to provide solar power site assessments, economic feasibility and financing analysis of candidate solar power sites. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012.

Project Development

15. Interstate 10 (I-10) Tippecanoe Interchange Construction Cooperative Agreement Pg. 111

Approve Cooperative Agreement No. C12183 with the State of California Department of Transportation District 8 (Caltrans) for construction of the Phase 1 I-10 Tippecanoe Avenue Interchange Improvement project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Policy Committee on January 12, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the subject Cooperative Agreement as to form.

Notes/Actions:

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

16. Hunts Lane Grade Separation Project Easement and Joint Use Agreement Pg. 133

1. Approve transfer of aerial easements acquired for the Hunts Lane Grade Separation Project on parcels APN 0164-311-04, 0164-311-06, 0164-311-46 and 0164-321-27 in the Cities of Colton and San Bernardino by quit claim to Southern California Edison (SCE).

2. Approve Agreement C12188 with the City of Colton and SCE for joint use of easement acquired for the Hunts Lane Grade Separation Project.

3. Approve SCE Letter of Indemnification for Utility Relocation Work to be performed on the Hunts Lane Grade Separation Project.

4. Approve supplemental appraisal dated January 12, 2012 for APN 0164-311-06 and 0164-311-46 and authorize acquisition of access easement on said parcels at a not to exceed cost of $30,000. **Garry Cohoe**

Recommendations 1 and 2 were reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form. Recommendations 3 and 4 have not had any prior committee review; however, have been reviewed by Legal Counsel and Contracts Manager.

17. Right-of-Way Legal Support Services for SANBAG Major Projects Program Pg. 148

1. Award Contract No. C12043 to Woodruff, Spradlin & Smart for on-call Right of Way Legal Services for SANBAG Major Projects Program, for a not-to-exceed amount of $4,042,750.

2. Authorize a four (4) year contract term through January 31, 2016 for Contract No. C12043, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's Contracting and Procurement Policy 11000. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Consent Calendar Continued....

Project Development (Cont.)

Notes/Actions:

18. Glen Helen Grade Separation Project Funding Advancement Pg. 171

Authorize staff to include in the negotiations for the development of the construction cooperative agreement with the County of San Bernardino a funding advancement of Measure I 2010-2040 Valley Major Street funds to the County of San Bernardino for the Glen Helen Grade Separation Project per Measure I Strategic Plan Policy 400064, VMS-7. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

19. Palm Avenue Grade Separation Project Preferred Alternative and Environmental Clearance Pg. 173

1. Approve Project Development Team (PDT) recommended Alternative 1 as the preferred alternative for the Palm Avenue Grade Separation Project as shown by Attachment "A".

2. Find that the Palm Avenue Grade Separation Project is Statutorily Exempt under California Environmental Quality Act (CEQA) guideline 15282(h), and file Notice of Exemption (included as Attachment "B").

3. Authorize the Director of Project Delivery to execute the Notice of Exemption. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

20. Colton Crossing Rail Grade Separation Project Pg. 177

Approve Trade Corridors Improvement Fund Agreement (TCIF) No. C12182 with Caltrans for the reimbursement of TCIF funds allocated to the Colton Crossing Rail Grade Separation Project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form.

21. I-215 Bi-County HOV Gap Closure Project Revised Funding Plan Pg. 251

1. Approve revised Funding Plan for the I-215 Bi-County HOV Gap Closure Project as shown in Table 1.

2. Approve Amendment No. 1 to CMIA Baseline Agreement C11108 for the I-215 Bi-County HOV Gap Closure Project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

Consent Calendar Continued....

Project Development (Cont.)

Notes/Actions:

22. Interstate 215 (I-215) Bi-County HOV Gap Closure Project Construction Cooperative Agreements Pg. 272

1. Approve Cooperative Agreement No. R12190 with the Riverside County Transportation Commission (RCTC) for the Construction Phase of the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project for a total amount of $155,333,000 with RCTC's share being $16,842,000 and SANBAG's share being $138,491,000.

2. Approve Cooperative Agreement No. C12189 with Caltrans for the Construction Phase of the I-215 Bi-County HOV Gap Closure Project for a total amount of $171,879,000 which includes a contribution from Caltrans of $13,097,000 for pavement rehabilitation. **Garry Cohoe**

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

23. Purchase & Sale Agreements for acquisition of property necessary for the Newport Overcrossing Bridge Replacement, part of the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 312

Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507), to acquire the properties identified in Attachment "A" for construction of the Newport Overcrossing Bridge Replacement, part of the I-215 Bi-County HOV Gap Closure Project. **Garry Cohoe**

This item was reviewed and recommended for approval (15-0-1; Abstained: Stanckiewitz), by the Major Projects Committee on January 12, 2012.

24. Lenwood Road Grade Separation Project Pg. 319

Approve Amendment No. 2 to Contract C10143 with URS Corporation Americas (URS) for preparation of the Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) phases of project development for the Lenwood Road Grade Separation Project, removing right of way legal support services from the scope of work resulting in a contract reduction of $432,000 for a new not to exceed contract amount of $3,523,504. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 20, 2012. SANBAG General Council and Contracts Manager have reviewed and approved the subject contact amendment as to form.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration

25. Allocation of Project Development and Traffic Management Systems (PDTMS) Funds in the Victor Valley Pg. 324

1. Allocate a total of $300,000 in the current fiscal year and $200,000 in fiscal year 2012/2013 from Victor Valley Subarea PDTMS program funds to contribute to initial environmental studies to add a passenger rail component to the High Desert Corridor.

2. Approve a budget amendment to Task No. 0213, High Desert Corridor Studies, to increase the task by $300,000 to fund SANBAG's contribution to adding a rail component to the environmental studies for the High Desert Corridor. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 20, 2012.

DISCUSSION ITEMS

Program Support/Council of Governments

26. Implementation of the Redevelopment Dissolution Act Pg. 326 15 min.

Receive a presentation on the requirements of AB X1 26 from the County of San Bernardino's Auditor/Controller and Chief Executive Officer. **Ty Schuiling**

This item is included at the request of Supervisor Josie Gonzales and has had no prior Committee review.

27. City Participation in the San Bernardino County Interagency Council on Homelessness and the Homeless Partnership Pg. 328 10 min.

Receive presentation on the Interagency Council and Homeless Partnership. **Ty Schuiling**

An abbreviated presentation was received by the Plans and Programs Committee on January 18, 2012.

Discussion Items Continued....

Notes/Actions:

Project Development

28. Lenwood Road Grade Separation Project Funding Revision Pg. 346

1. Authorize the programing of $8,839,000 in Surface Transportation Program (STP) funds and the un-programing of $8,839,000 in Measure I 2010-2040 North Desert subarea Major Local Highway Program funds for the construction phase of the Lenwood Road Grade Separation Project.

2. Approve Amendment No. 1 to Agreement C11199 with the County of San Bernardino and the City of Barstow for the replacement of Congestion Mitigation Air Quality (CMAQ) Funds with STP funds in the amount of $3,450,000 for Right of Way (ROW) costs and for the replacement of a portion of Measure I funds 2010-2040 North Desert subarea Major Local Highway Program funds with STP funds in the amount of $8,839,000 for construction costs. **Garry Cohoe**

This item is scheduled for review by the Board of Directors on February 1, 2012 and has not had prior Policy Committee review. SANBAG Counsel and Contracts Manager have reviewed and approved this agreement as to form.

29. Award Construction Contract No. C11184 for Hunts Lane Grade Separation Project Pg. 354

1. Award Construction Contract No. C11184 to Skanska USA Civil West for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

2. Approve Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project in the amount of $1,833,947.00.00. **Garry Cohoe**

At the May 2011 Board meeting, approval was given to take the award of Contract No. C11184 directly to the Board without prior Committee review. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

30. Award Construction Contract No. C12036 for Interstate 10 (I-10)/Citrus Avenue Project Pg. 397

1. Award Construction Contract No. C12036 to Brutoco Engineering and Construction, Inc. for the I-10/Citrus Avenue Interchange Project in the amount of $32,671,405.05.

2. Approve Allowances/Contingency for Contract No. C12036 on the I-10/Citrus Avenue Interchange Project in the amount of $3,267,140.51. **Garry Cohoe**

At the December 2011 Board meeting, approval was given to take award of Contract No. C12036 directly to the Board without prior Committee review. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Notes/Actions:

Discussion Items Continued....

Regional and Quality of Life

31. High Speed Rail (HSR) Memorandum of Understanding (MOU) Pg. 442

1) Authorize the President to execute MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies at such time as the attachments are finalized.

2) Direct staff to report on the status of the MOU if substantive changes occur. **Ty Schuiling**

This item was recommended for approval (12-1-0/opposed: Rutherford) by the Plans and Programs Committee on January 18, 2012. However, the recommendation has been modified to authorize the SANBAG President to execute upon finalization of the criteria and project lists. SANBAG Counsel and the Contracts Manager have reviewed the draft MOU. However, further review of the final document will be required prior to execution.

Other Matters

32. 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

Notes/Actions:

Agency Reports/Committee Memberships
South Coast Air Quality Management Report — Pg. 450
Mayor Dennis Yates
Mobile Source Air Pollution Reduction Review Committee — Pg. 451
Council Member Gwenn Norton-Perry
SCAG Committees — Pg. 454
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 455
Acronym List — Pg. 460

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...
February 2012

SANBAG Meetings – Cancelled:
None

SANBAG Meetings – Scheduled:			
Major Projects Committee	Feb. 9	9:00 a.m.	The Super Chief
Plans and Programs Committee	Feb. 15	12:00 noon	The Super Chief
Administrative Committee	Feb. 15	1:00 pm	The Super Chief
Commuter Rail & Transit Committee	Feb. 16	12:00 noon	The Super Chief
Mountain/Desert Committee	Feb. 17	9:00 a.m.	Town of Apple Valley

Other Meetings/Events:			
BIA 20th Annual Inland Empire Economic Forecast	Feb. 6	2:00 pm (Check in)	Riverside Convention Center

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: February 1, 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:

Closed Session #1 – Conference with Legal Counsel – Existing Litigation

Parcel	Principals & Agents
B 6	TRUNG CAO NGUYEN, an individual; BUSRIN NGUYEN, an individual
B 8	TRUNG CAO NGUYEN, an individual; BUSRIN NGUYEN, an individual
B 10	CHARLES HOWES JACOBSON, an individual; BARBARA JAYNE REYNOLDS, an individual, CHUCK JACOBSON AUTO SERVICE
C 69	NHOS ENTERPRISES, LLC, a California limited liability company (Members: Aaron Mendelsohn; Sight Enterprises, LLC)

Consent/Discussion Calendar Items

Item No.	Contract No.	Contractor/Agents	Subcontractors
10	C10194-02	Parsons Brinckerhoff, Inc. *Douglas B. Sawyer*	None

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.

BRD1202z-aa

16	C12188	Southern California Edison (SCE) *Albert Ramirez*	None
17	C12043	Woodruff, Spradlin & Smart *Craig G. Farrington*	None
24	C10143-02	URS Corporation Americas Brian Wynne	Epic Land Solutions Wilson and Company Tatsumi & Partners
29	C11184	Skanska USA Civil West *Tim Wilson*	Ayala Boring, Inc. MSL Electric Inc. Marina Landscape Inc. ACE Fence Company Tipco Engineering Empire Steel, Inc. Statewide Safety & Signs Municon Consultants Anderson Drilling
30	C12036	Brutoco Engineering and Construction Inc. *Michael Murphy*	All American Asphalt Alcorn Fence ACL Construction Cooper Engineering Coffman Specialties Harbor Companies Sully Miller Electric Diversified Landscape Griffith Company Castle Walls Integrity Rebar CP Construction KEC Engineering Cal Stripe

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 – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X											
Brad Mitzelfelt Board of Supervisors	X											
Janice Rutherford Board of Supervisors	X											
Josie Gonzales Board of Supervisors	X											
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011											
Cari Thomas City of Adelanto	X											
Rick Roelle Town of Apple Valley	*											
Julie McIntyre City of Barstow	X											
Bill Jahn City of Big Bear Lake	X											
Dennis Yates City of Chino	X											
Ed Graham City of Chino Hills	X											
Sarah Zamora City of Colton	X											
Michael Tahan City of Fontana	X											
Walt Stanckiewitz City of Grand Terrace	X											
Mike Leonard City of Hesperia	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 – 2012

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

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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

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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: February 1, 2012

Subject: December 2011 Procurement Report

Recommendation:* Receive December 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 December 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 January 11, 2012.

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.
BRD1202a-ws
ISF12

December 2011 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	$ Amount
4000756	10/25/11	Environmental Systems Research (ESRI)	ESRI has been SANBAG's GIS software provider for 15 years. This PO is for continued maintenance on existing software.	$12,276.00
4000746	11/14/11	County of San Bernardino, Information Services Department	County personnel have previously engaged in similar projects dealing with crystal reports. Due to the unique qualifications required to create custom reports, County personnel was selected for this project.	$9,900.00
4000751	11/18/11	Coalition for America's , Gateways & Trade Corridors	Coalition for America's Gateways and Trade Corridors (CAGTC) is a freight Coalition which SANBAG is a member.	$6,500.00
4000748	12/5/11	TH Enterprises Inc.	Regional Council Management System software agreement for 2012 (January thru December).	$6,480.00
4000758	12/15/11	Source Graphics	HP Designjet T2300ps PostScript color printer with scanner	$7,688.92
4000760	12/21/11	Tyler Technologies, Inc.	EDEN software support maintenance for 2012 (January thru December).	$35,002.51
4000703	12/27/11	Bureau Vertas (BV) North America, Inc.	Original PO was issued to the City of San Bernardino (PO #4000703) because BV currently has an open contract for plan checking. However, due to limited City resources it was concluded that instead of BV invoicing the City of San Bernardino, and the City invoice SANBAG for the services, SANBAG would work directly with BV for the work performed.	$48,020.00
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$125,867.43**

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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: February 1, 2012

Subject: Budget to Actual Report for first quarter ending September 30, 2011

Recommendation:* Receive and file Budget to Actual Report for first quarter ending September 30, 2011.

Background: SANBAG's Budget for Fiscal Year 2011-2012 for new activity was adopted by the Board of Directors on June 1, 2011. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Financial Impact: This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2011/2012 Budget.

Reviewed By: This item was received by the Administrative Committee on January 11, 2012.

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.
BRD1202b-ws
Attachment: BRD1202b1-ws

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - September 2011
Fiscal Year 2011/2012

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0102	Air Quality Activities	140,177	-	-	140,177	28,019	112,158	19.99%
0406	Rideshare Management	2,106,653	-	600	2,107,253	49,824	2,057,429	2.36%
0702	Call Box System	1,720,467	-	159,950	1,880,417	144,114	1,736,303	7.66%
0704	Freeway Service Patrol/State	1,813,207	-	231,045	2,044,252	305,698	1,738,554	14.95%
0706	Intelligent Transportation Systems	96,820	-	-	96,820	3,789	93,031	3.91%
0812	Clean Fuels Implementation	4,990,148	-	11,403,503	16,393,651	10,121	16,383,530	0.06%
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		**10,867,472**	**-**	**11,795,098**	**22,662,570**	**541,565**	**22,121,005**	**2.39%**

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Transportation Planning	180,599	-	-	180,599	46,014	134,585	25.48%
0111	Freight Movement Planning	118,921	-	-	118,921	10,947	107,974	9.21%
0112	Growth Forecasting & Planning	152,844	-	-	152,844	6,565	146,279	4.30%
0202	Transportation Modeling & Forecasting	184,083	-	53,477	237,560	30,570	206,990	12.87%
0203	Congestion Management	131,271	-	-	131,271	38,057	93,214	28.99%
0213	High Desert Corridor Studies	21,856	-	-	21,856	745	21,111	3.41%
0373	Federal/State Fund Administration	890,576	-	-	890,576	151,895	738,681	17.06%
0404	Subregional Transportation Planning	291,764	-	-	291,764	55,930	235,834	19.17%
0409	Data Development & Management	228,129	-	-	228,129	51,919	176,210	22.76%
0500	Transportation Improvement Program	237,447	-	-	237,447	42,207	195,240	17.78%
0526	Subregional Transportation Monitoring	49,073	-	-	49,073	3,181	45,892	6.48%
0609	Strategic Planning/Delivery Planning	427,909	-	16,000	443,909	75,145	368,764	16.93%
0701	Valley Signal Coordination Program	2,204,486	1,050,000	2,393,588	5,648,074	445,748	5,202,326	7.89%
0941	Mt./Desert Planning & Project Development	221,668	-	-	221,668	47,779	173,889	21.55%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGRA		**5,340,626**	**1,050,000**	**2,463,065**	**8,853,691**	**1,006,702**	**7,846,989**	**11.37%**

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	6,053,511	-	303,904	6,357,415	570,322	5,787,093	8.97%
0817	SR-60 Sound Wall	945,754	-	36,576	982,330	8,521	973,809	0.87%
0820	SR 210 Design	205,388	-	151,821	357,209	3,155	354,054	0.88%
0822	SR 210 Right of Way Acquisition	2,085,045	-	269,127	2,354,172	14,619	2,339,553	0.62%
0824	SR 210 Construction	8,922,958	-	4,661,934	13,584,892	516,828	13,068,064	3.80%
0825	I-10 Corridor Project Development	1,979,255	-	1,274,705	3,253,960	23,563	3,230,397	0.72%
0826	I-10/Citrus/Cherry Interchanges	42,396,327	-	4,929,102	47,325,429	63,678	47,261,751	0.13%
0830	I-215 San Riv Project Development	16,758	-	-	16,758	-	16,758	0.00%
0834	I-215 Final Design	276,160	-	192,251	468,411	26,305	442,106	5.62%
0836	I-215 Right of Way Acquisition	4,123,124	-	2,560,096	6,683,220	100,329	6,582,891	1.50%
0838	I-215 Construction	45,115,858	-	17,697,240	62,813,098	4,753,292	58,059,806	7.57%
0839	I-215 Bi- ounty HOV Gap Closure Project	8,725,178	-	576,595	9,301,773	46,054	9,255,719	0.50%
0840	I-215 Barton Road Interchange	840,597	-	5,935	846,532	32,335	814,197	3.82%
0841	I-10 Riverside Interchange	5,625,035	-	8,314,117	13,939,152	3,775,211	10,163,941	27.08%
0842	I-10 Tippecanoe Interchange	5,980,901	-	6,488,967	12,469,868	150,008	12,319,860	1.20%
0843	I-10 Live Oak Canyon	-	-	8,653	8,653	8,653	-	100.00%

Budget to Actual Report: July 2011 - September 2011
Fiscal Year 2011/2012

0845	Mt. Vernon/Washington Interchange	345,004	-	338,060	683,064	770	682,294	0.11%
0850	Alternative Project Financing	3,127,299	-	29,400	3,156,699	20,192	3,136,507	0.64%
0862	I-10 Westbound Lane Addition - Yucaipa	6,042,662	-	6,046,639	12,089,301	1,249,839	10,839,462	10.34%
0869	Glen Helen Parkway Grade Separation	6,144,418	-	-	6,144,418	3,922	6,140,496	0.06%
0870	Hunts Lane Grade Separation	14,143,498	2,049,008	634,652	16,827,158	819,741	16,007,417	4.87%
0871	State St./University Parkway Grade Separation	350,956	-	-	350,956	-	350,956	0.00%
0874	Palm Avenue Grade Separation	7,000,602	1,000,000	3,022,429	11,023,031	151,676	10,871,355	1.38%
0875	Main Street Grade Separation	50,000	-	-	50,000	-	50,000	0.00%
0876	S Milliken Avenue Grade Separation	5,713,901	-	764,598	6,478,499	599	6,477,900	0.01%
0877	Vineyard Avenue Grade Separation	7,347,188	-	24,586	7,371,774	519	7,371,255	0.01%
0879	Colton Crossing BNSF/UPRR Grade Separation	36,495,511	44,688	-	36,540,199	28,436	36,511,763	0.08%
0880	I-15/I-215 Devore Interchange	12,098,571	-	9,800	12,108,371	67,815	12,040,556	0.56%
0881	Lenwood Avenue Grade Separation	6,465,500	-	413,568	6,879,068	21,457	6,857,611	0.31%
0882	N. Milliken Avenue Grade Separation	26,649,224	-	12,004,553	38,653,777	2,077,138	36,576,639	5.37%
0883	SR 210 Pepper Avenue Interchange	813,252	-	800,000	1,613,252	64,275	1,548,977	3.98%
0884	Laurel Avenue Grade Separation	7,563,452	(44,688)	53,216	7,571,980	281,659	7,290,321	3.72%
0885	9th Street Rail Improvements	104,437			104,437	1,038	103,399	0.99%
0886	Colton /BNSF Quiet Zone	2,442,707	-	-	2,442,707	85,491	2,357,216	3.50%
0887	SR 210 Lane Addition	1,045,061			1,045,061		1,045,061	0.00%
0888	I-15 La Mesa/Nisqualli Interchange	6,000,000	12,131,247	23,809	18,155,056	17,723	18,137,333	0.10%
0889	Yucca Loma Bridge	4,300,000			4,300,000	3,480	4,296,520	0.08%
0960	2009 A Sales Tax Revenue Note	261,335,100	-	-	261,335,100	-	261,335,100	0.00%
TOTAL MAJOR PROJECT DELIVERY PROGRAM		**548,870,192**	**15,180,255**	**71,636,333**	**635,686,780**	**14,988,643**	**620,698,137**	**2.36%**

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0309	General Transit	309,401	-		309,401	36,981	272,420	11.95%
0315	Omnitrans	3,976,523	3,304,213	6,207,607	13,488,343	1,008,498	12,479,845	7.48%
0316	Barstow-County- Transit	49,710	141,900	70,069	261,679	1,220	260,459	0.47%
0317	Victor Valley Transit	107,223	633,950	-	741,173	7,732	733,441	1.04%
0318	Morongo Basin Transit	52,913	115,850	-	168,763	32,925	135,838	19.51%
0319	Social Service Transportation Plan	448,315	-	200,000	648,315	45,874	602,441	7.08%
0320	Needles Transit	21,202	12,450	-	33,652	429	33,223	1.27%
0321	Mountain Area Transit	60,727	88,400	86,809	235,936	22,349	213,587	9.47%
0352	General Commuter Rail	573,308	-	76,340	649,648	58,561	591,087	9.01%
0377	Commuter Rail Operating Expenses	10,417,103	-	287,712	10,704,815	66,529	10,638,286	0.62%
0379	Commuter Rail Capital Expenses	-	288,308	12,118,946	12,407,254	104,334	12,302,920	0.84%
0380	Redlands Rail Extension	15,171,583	-	-	15,171,583	1,643,225	13,528,358	10.83%
0381	Gold Line Phase II	265,451	-	-	265,451	1,808	263,643	0.68%
0382	San Bernardino Transit Center	-	-	-	-	-	-	0.00%
0501	Federal Transit Act Programming	24,545	-	14,083	38,628	7,441	31,187	19.26%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		**31,478,004**	**4,585,071**	**19,061,566**	**55,124,641**	**3,037,906**	**52,086,735**	**5.51%**

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - September 2011
Fiscal Year 2011/2012

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	598,599	22,000	26,505	647,104	24,389	622,715	3.77%
0504	Measure I Administration	360,851	23,000		383,851	40,234	343,617	10.48%
0506	Local Transportation Fund	52,977,596	-	60,599,156	113,576,752	-	113,576,752	0.00%
0507	State Transit Assistance Fund	6,900,000	-	42,502,750	49,402,750	-	49,402,750	0.00%
0513	Measure I Valley Senior & Disabled	5,300,000	1,750,250	-	7,050,250	2,105,817	4,944,433	29.87%
0515	Measure I Valley Apportionment/Allocation	8,541,550	-	4,568,426	13,109,976	130,293	12,979,683	0.99%
0610	Measure I 2010-2040 Project Advancement	10,889,226	-	-	10,889,226	6,951	10,882,275	0.06%
0615	Measure I Local Stimulus	-	-	16,594,595	16,594,595	988,622	15,605,973	5.96%
0918	Measure I Local Pass-through	31,001,230		-	31,001,230	3,344,322	27,656,908	10.79%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		**116,569,052**	**1,795,250**	**124,291,432**	**242,655,734**	**6,640,628**	**236,015,106**	**2.74%**

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	365,865	-	-	365,865	65,856	300,009	18.00%
0490	Council of Govts New Initiatives	125,854	-	446,636	572,490	6,550	565,940	1.14%
0503	Legislation	647,827	-	-	647,827	100,308	547,519	15.48%
0601	County Transportation Commission-General	454,052	-	-	454,052	107,025	347,027	23.57%
0605	Publications & Public Outreach	509,237	-	-	509,237	80,432	428,805	15.79%
0805	Building Operations	81,039	-	14,392	95,431	4,997	90,434	5.24%
0806	Building Improvements	18,272	-	-	18,272	53	18,219	0.29%
0942	Financial Management	713,834	-	402,547	1,116,381	52,266	1,064,115	4.68%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		**2,915,980**	**-**	**863,575**	**3,779,555**	**417,487**	**3,362,068**	**11.05%**
GRAND TOTAL ALL PROGRAMS		**716,041,326**	**22,610,576**	**230,111,069**	**968,762,971**	**26,632,932**	**942,130,039**	**2.75%**

CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	10,867,472	-	11,795,098	22,662,570	541,565	22,121,005	2.39%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,340,626	1,050,000	2,463,065	8,853,691	1,006,702	7,846,989	11.37%
MAJOR PROJECT DELIVERY PROGRAM	548,870,192	15,180,255	71,636,333	635,686,780	14,988,643	620,698,137	2.36%
TRANSIT & PASSENGER RAIL PROGRAM	31,478,004	4,585,071	19,061,566	55,124,641	3,037,906	52,086,735	5.51%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	116,569,052	1,795,250	124,291,432	242,655,734	6,640,628	236,015,106	2.74%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	2,915,980	-	863,575	3,779,555	417,487	3,362,068	11.05%
GRAND TOTAL ALL PROGRAMS	**716,041,326**	**22,610,576**	**230,111,069**	**968,762,971**	**26,632,932**	**942,130,039**	**2.75%**

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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: February 1, 2012

Subject: Status of San Bernardino Associated Governments (SANBAG) Financial Audit

Recommendation:* Receive Status Report on the Annual Financial Audit for Fiscal Year 2010/2011.

Background: The Joint Powers Agreement creating SANBAG, as well as the Single Audit Act and the U.S. Office of Management and Budget (OMB) require an annual audit be conducted of SANBAG and its affiliated organizations. The audit of the financial statements for fiscal year 2010/2011 is being conducted by the firm of Vavrinek, Trine, Day & Co., LLP.

The financial audit includes four basic elements:

1. Audit of SANBAG's Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Reports in accordance the OMB.

A management letter from Vavrinek, Trine, Day & Co. will also be included.

*

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.

BRD1201e-ws

The following major changes will be incorporated in Basic Financial Statements:

1. Implementation of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definition.* Fund balances reporting are made up of the following classifications:
   - Nonspendable Fund Balance
   - Restricted Fund Balance
   - Committed Fund Balance
   - Assigned Fund Balance
   - Unassigned Fund Balance

   A majority of SANBAG's fund balances will be classified as Restricted Fund Balance.

2. Restatement of Fund Type. Certain funds are being reclassified to better reflect their purpose and function. Measure I administration; TDA administration, planning and rail expenditures; and rail asset activities will be accounted for in the General Fund rather than Measure I and Other Special Revenue Funds.

3. Measure I Detail Financial Summaries. The Basic Financial Statements will provide balance sheet; and statement of revenues, expenditures, and changes in fund balances for the Measure I Fund Programs. This information will be provided to the Measure I oversight committee.

The audit is near completion. The Auditors are in the process of completing the quality control review segment of the year-end audit. There have been delays with the audit due to information not being provided for certain grants and prior year Single audit findings.

Financial Impact: This item has no direct impact on the budget. The audit contract costs are budgeted in the Indirect-General (0120) and TDA Administration (0502) tasks.

Reviewed By: This item was received by Administrative Committee on January 11, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

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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: February 1, 2012

Subject: Encumbrance Adjustments for Fiscal Year 2010-2011

Recommendation:* Approve Encumbrance Adjustments for the following projects to be incorporated in the SANBAG 2011-2012 Budget:

Task	Description	Increase (Decrease)
0315	Omnitrans	($1,773,810)
0352	General Commuter Rail	($10)
0504	Measure I Administration-Valley	$765,000
0506	Local Transportation Fund	$3,788,152
0507	State Transit Assistance Fund	($5,769,796)
0701	Valley Signal Coordination Program	($45,000)
0884	Laurel Avenue Grade Separation	($91)

Background: On December 7, 2011, encumbrances totaling $230,414,570 were approved by the Board to formally incorporate into SANBAG's Fiscal Year 2011-2012. The proposed changes will provide an adjusted encumbrance total of $227,379,015. The adjustments are attributed to final fiscal year 2010-2011 contract amounts, calculations and funding source balances available. The proposed adjustments will be incorporated with the previous approved encumbrance schedule.

Financial Impact: Approval of this item will result in a reduction of $3,035,555 of encumbrances for FY 2010-2011 to be included in the FY 2011-2012 Budget.

*

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.
BRD1202c-ws

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on January 11, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

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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: February 1, 2012

Subject: Request for Proposal (RFP) for Professional Auditing Services

Recommendation:* Authorize and approve release of RFP 12-193 for professional auditing services for San Bernardino Associated Government (SANBAG).

Background: Vavrinek, Trine, Day & Co., LLP has been the auditing firm for SANBAG for the past five fiscal years, beginning in 2006-2007. Staff is now proposing to solicit proposals for audit professional services.

The Scope of Services for auditing services is attached to this agenda item. The scope includes completing a Comprehensive Annual Financial Report, audit to be performed in accordance with Government Auditing Standards and US Office of Management and budget Circular A-133. The reports to be issued include: Comprehensive Annual Financial Report, Single Audit Report, Local Transportation Fund Financial and Compliance Report, State Transit Assistance Fund Financial and Compliance Report, Report on Appling Agreed Upon Procedures for Appropriations Limit Calculation, Audit Committee Letter, and Management Letter (if required).

Pursuant to policy direction, SANBAG is required to award this type of contract on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience

*

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.

BRD1202d-ws

Attachments: BRD1202d1-ws; RFP 12-193 Scope of Services

of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

Attached is a survey conducted by staff summarizing contract terms for auditing services among various Cities and transportation agencies within San Bernardino County. The majority of contracts are for 3 years with extension options.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on January 11, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the RFP and contract as to form.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1202d-ws
Attachments: BRD1202d1-ws; RFP.12-193 – Scope of Services

ATTACHMENT I

RE: Annual Audit Contracts for Local Cities

Listed below are the local cities of San Bernardino County and the current terms of its annual audit contract with extension options:

CITY	Current Contract Term	Extension Options
Chino	5	1
Chino Hills	5	New 5 yr Contract
Colton	2	1
Fontana	3	1+1
Grand Terrace	5	1+1
Hesperia	1	Yr by Yr
Highland	3	1+1
Loma Linda	3	2
Needles	5	1-5
Ontario	5	New 5 yr Contract
Rialto	3	2
San Bernardino	2	
Twentynine Palms	3	1
Victorville	3	2
Yucaipa	3	1
Yucca Valley	3	3
RCTC	3	1+1
OCTA	3	1+1

ATTACHMENT A

"SCOPE OF SERVICES"

General:

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit its financial statements beginning with the Fiscal Year ending June 30, 2012. SANBAG requires an audit of its Comprehensive Annual Financial Report in accordance with generally accepted accounting principles and the governmental auditing standards as promulgated by the Comptroller General of the United States. Additionally, this audit should include compliance with covenants and related testing as required by indenture for SANBAG's Sales Tax Revenue Bonds.

Auditing Standards to be Followed-

The audit shall be performed so as to satisfy the audit requirements in accordance with the generally accepted government auditing standards set forth for the financial audits in the General Accounting office's (GAO) Government Auditing Standards (1994), the Single Audit Act of 1984, as amended, and U.S. Office of Management and Budget (OMB) Circular A-133 and OMB's Compliance Supplement titled Uniform Requirements for Grants to State and Local Governments.

Reports to be Issued –

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue the following reports and letters:

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR);
2. Independent Auditor's Single Audit Report;
3. Local Transportation Fund (LTF) Financial and Compliance Report
4. State Transit Assistance Fund (STAF) Financial and Compliance Report
5. Report on Applying Agreed Upon Procedures for Appropriations Limit Calculation
6. Audit Committee Letter
7. Management Letter (if required)

Additional Considerations –

1. SANBAG will complete its first CAFR for FY 11-12, and the Auditor is expected to provide information to SANBAG to ensure completeness of report.
2. It is expected that the Auditor shall keep SANBAG informed of new state and Federal

Developments affecting municipal and local government finance. Additionally, reporting standards and trends including changes in federal or state grant program accounting and reporting requirements shall be communicated to SANBAG.

3. SANBAG may require other generalized auditing requirements as needed by SANBAG.

SCHEDULE –

Annual audit schedule, subject to change:

May/June	– Interim field work
September/October	– Year-end field work
October/November	– Review drafts of all reports and finalize them by month-end November/December - Financial statements presented to Audit Committee and Administrative Committee
December/January	– Financial statements presented to the SANBAG Board of Directors

* Note: Auditors should be prepared to attend meetings as requested:

- Audit Committee meetings (Normally held twice a year – end of interim work and end of year-end to present financial reports),
- Administrative Committee meetings (Held after the Audit Committee meetings. The meetings are held on the second Wednesday of the month), and
- Board of Directors meetings (held on the first Wednesday of the month).

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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: February 1, 2012

Subject: Proposed Modification of Administrative Committee Membership to Include All SANBAG Officers and Committee Chairs

Recommendation:* 1) Approve modification of Policy 10002 Part III, composition of the Administrative Policy Committee, to include all SANBAG Officers, all Policy Committee Chairs, and additional appointees as needed to maintain geographic balance as currently defined.

2) Approve modification of Policy 10002 Part V, Membership Terms, to stipulate that Administrative Policy Committee terms shall extend from July 1 to June 30 to be consistent with the terms of SANBAG Officers and Policy Committee Chairs.

3) Approve the addition of the Policy Committee Chairs to the Administrative Committee without displacement of current members until the election of new SANBAG Officers and Policy Committee Chairs in June 2012.

Background: The Administrative Policy Committee has, for many years, served as SANBAG's legislative review committee as well as providing policy oversight for fiscal and organizational affairs. This is consistent with SANBAG Policy 10000 Part IIIB, which states that the Administrative Policy Committee shall "serve as policy review committee for any program area which lacks active policy committee oversight." However, for the past several years the SANBAG President, Vice-

*

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.
BRD1202a-ty
DRAFT Policy 10002

President, Past President, and Policy Committee Chairs have comprised SANBAG's informal legislative advocacy group. Membership on the Administrative Policy Committee and the legislative advocacy group always overlaps, but the Administrative Committee has rarely (if ever) included all members of the legislative advocacy group. Therefore, a mismatch usually exists between membership on the policy committee responsible for legislative review and the SANBAG Board Members responsible for legislative advocacy.

This proposal would address that mismatch by modifying the Administrative Committee membership to include all Officers and Policy Committee Chairs, while maintaining the geographic balance required by existing policy. Because both SANBAG Officers and Policy Committee Chairs serve terms from July 1 to June 30, terms of the Administrative Committee members would extend over that period as well. Proposed modifications to SANBAG Policy 10002, that governs policy committee memberships and terms, are Attachment 1 to this item.

Financial Impact: The restructuring of Administrative Policy Committee membership would increase cost only in the rare case in which the Chairs of the Major Projects, Plans and Programs, and Commuter Rail and Transit Committees were all from the East Valley or all from the West Valley. This would necessitate the addition of a member from the other two subareas to maintain geographic balance, and increase the size of the committee from 12 to 15 members. The outlay for stipends would increase accordingly.

Reviewed By: These proposed changes to the Administrative Committee membership and terms were discussed with the SANBAG President, other Officers, and Committee Chairs as the preferred way to address the mismatch between Committee and advocacy group membership without formation of a new policy committee or incurring delays in bringing legislative matters to the SANBAG Board of Directors. This item was unanimously recommended for approval by the Administrative Policy Committee on January 11, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

San Bernardino Associated Governments	Policy	10002
Adopted by the Board of Directors September 6, 1995	Revised	1/11/12 ~~4/6/11~~
SANBAG Policy Committee Membership	Revision No.	9 ~~8~~

Table of Contents

| Purpose | Membership Structure | Membership Composition | Methods of Appointment | Membership Terms | Member Absences | Revision History |

I. PURPOSE

The SANBAG Board of Directors has created a number of Policy Committees for the purpose of providing oversight and policy guidance relative to development and implementation of SANBAG programs. The purpose of this policy is to establish guidelines as they relate to Policy Committee membership structure, composition, terms, and absences.

II. MEMBERSHIP STRUCTURE

Due to funding sources and the geographic nature of issues under their purview, the membership of three policy committees (Major Projects, Mountain Desert, and Commuter Rail and Transit) shall be limited by geographic area. The two remaining policy committees (Administrative and Plans & Programs) shall be structured to insure balance participation by representatives from the East Valley, West Valley, and Mountain/Desert subregions, as well as city and county interests.

Mountain/Desert Policy Committee Membership

The Mountain/Desert Policy Committee is composed of SANBAG Board Members representing jurisdictions within the Mountain/Desert subregion. However, meetings and agendas of the Mountain/Desert Policy Committee and the Mountain/Desert Measure I Committee are combined, and the Mountain/Desert Measure I Committee members shall be appointed by the governing bodies of local jurisdictions.

III. MEMBERSHIP COMPOSITION

Membership on SANBAG policy committees shall consist of members of the SANBAG Board of Directors.

- **Administrative Policy Committee**
  - SANBAG President
  - Vice President
  - Immediate Past President
  - 3 East Valley members (2 City, 1 County)
  - 3 West Valley members (2 City, 1 County)
  - 3 Mountain/Desert members (2 City, 1 County)
  - **All Policy Committee Chairs should be included within the above.**

Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members would need to be added to maintain geographical balance.

- Audit Subcommittee
  -SANBAG President
  -Vice President
  -Immediate Past President

  Additional SANBAG Board Member may be appointed annually at the discretion of the Board President

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.

- **Commuter Rail and Transit Policy Committee**
  - 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members; 5 Valley members appointed by the SANBAG President.
  - 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency.

- **Major Projects Policy Committee**
  - All SANBAG Board members representing jurisdictions in San Bernardino Valley.

- **Mountain/Desert Policy Committee**
  - All SANBAG Board members representing jurisdictions in Mountain/Desert.

- **Plans & Programs Policy Committee**
  - 3 West Valley City SANBAG Board Members
  - 3 East Valley City SANBAG Board Members
  - 3 Mountain/Desert City SANBAG Board Members
  - All County Supervisors

  City members shall be elected by caucus of city SANBAG Board members within the subarea.

IV. METHODS OF APPOINTMENT

The city membership of the Administrative and Plans & Programs policy committees shall be elected by caucus of the city representatives on the SANBAG Board of Directors.

The SANBAG President is authorized to appoint the membership of Commuter Rail and Transit Policy Committee.

The membership of the Mountain/Desert and Major Projects policy committees shall be specified as all SANBAG Board Members who represent areas within the Mountain/Desert and Valley subregion respectively.

At the discretion of the SANBAG President other members of the Board may be appointed annually to the Audit Subcommittee.

V. MEMBERSHIP TERMS

Appointed and elected membership on the SANBAG Administrative, Commuter Rail and Transit, and Plans & Programs policy committees shall consist of two-year terms to be staggered in such a manner that terms of half of the membership expire annually on December 31.

Membership on the Administrative Policy Committee shall be from July 1 to June 30 to be consistent with the terms of SANBAG Officers and Policy Committee Chairs.

Membership on the Major Projects and Mountain/Desert policy committees are for the term as members of the SANBAG Board of Directors.

There are no maximum number of terms for any individual member.

VI. MEMBER ABSENCES

The regular participation of Policy Committee members is essential to appropriate policy oversight and staff direction.

This policy shall establish a procedure whereby absences on the part of Policy Committee members can be addressed in a manner which insures active participation in committee activities or, as appropriate, to provide the opportunity for rotation of responsibilities. This procedure will provide for other interested SANBAG Board members to participate on SANBAG Policy Committees in the case of absences.

1. Regular participation in SANBAG Policy Committees is encouraged, recognizing that unavoidable absences will occur on an occasional basis.

2. Should a regular city member of the Mountain/Desert Committee be unable to attend a meeting of that Committee, then the SANBAG Board of Directors alternate for that city may participate and vote in the Committee as the regular membe representing that city.

3. SANBAG staff shall notify the SANBAG President in the event that any one SANBAG Policy Committee member is absent from three consecutive Policy Committee meetings.

4. Upon notification by SANBAG staff, the SANBAG President or designee shall contact the Policy Committee member to discuss the record of absences.

5. Based upon information obtained from the Policy Committee member and knowledge of the Policy Committee activities, the SANBAG President shall make a determination relative to retention or replacement of the Committee member. Appointment of new Policy Committee members shall be made in accordance with Board of Directors policy established for each Committee.

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	09/06/95
1	Added Section 10002.6 Membership Terms	09/06/95
2	Added Section 10002.7 Member Absences	11/06/96
3	Changed name of Major Projects Task Force to Major Projects Committee	08/05/98
4	Par. IV: Commuter Rail Committee and Major Projects Committee - membership revised. Par. V: Revised. Par. VI: Revised. For all changes, refer to 12/3/03 SANBAG Board Agenda, Item 5.	12/03/03
5	Par. IV: Commuter Rail Committee - membership revised	05/06/06
6	Par. III: Added Audit Subcommittee. Par. IV: Added second last paragraph. Removed Par. II which as previously titled DEFINITIONS since there were no definitions; renumbered all subsequent paragraphs.	11/05/08
7	Par. VI: Added new par. 2 to allow participation of the alternate; renumbered subsequent paragraphs.	12/03/08
8	Par. II. III, IV, and V: Revised committee name – was Commuter Rail Committee. The name change was approved by the Board on October 7, 2009, as well as the appointment of two additional members representing areas of the Mountain/Desert areas who also serve as members of the Mountain/Desert transit boards.	04/06/11
9	**Par. III: Administrative Policy Committee membership modified to include all Policy Committee chairs and additional appointees as needed to maintain geographic balance.** **Par. V: Administrative Policy Committee membership modified to change terms – July 1 to June 30 to be consistent with the terms of Officers and Policy Committee chairs.**	

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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: February 1, 2012

Subject: Initial Observations on the Draft 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Recommendation:* 1) Receive information on SANBAG staff observations regarding the Draft 2012 Regional Transportation Plan/Sustainable Communities Strategy and Program Environmental Impact Report (PEIR) released in December 2011 by the Southern California Association of Governments (SCAG).

2) Authorize submittal of a letter to SCAG, signed by the SANBAG President, before the February 14, 2012 deadline that addresses concerns as described in the background section of the agenda item, and reflects or confirms the outcomes of continuing discussions.

Background: The draft 2012 RTP/SCS was released by SCAG on December 1, 2011, and appendices became available on December 20. The PEIR became available on December 30. The formal comment period for both documents closes on February 14, 2012. The RTP must be adopted by April 2012 to avoid a lapse in the Region's federal air quality conformity (conformity refers to the Region's federally required compliance with the State Implementation Plan for air quality).

The RTP/SCS has been a monumental effort for SCAG staff and all its stakeholder agencies. The body of the RTP/SCS consists of over 200 pages organized into the following chapters:

*

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.
BRD1202b-ss
Attachments: BRD1202b1-ss; BRD1202b2-ss; BRD1202b3; BRD1202b4-ss

Executive Summary
1. Vision
2. Transportation Investments
3. Financial Plan
4. Sustainable Communities Strategy
5. Measuring Up
6. Public Participation
7. Strategic Plan

In addition to the body of the Plan, the RTP contains over 40 appendices with more detailed technical information.

The PEIR contains approximately 400 pages of material in the body of the report, plus appendices. The Executive Summary of the PEIR contains a long list of mitigation measures that must be reviewed regarding the potential obligations that could be incurred for regional and local agencies, including SANBAG. Thus, the RTP/SCS and PEIR represent not only a daunting effort for SCAG to have produced, but are also daunting for the stakeholder agencies to review. SANBAG staff has been working diligently with SCAG staff since the initiation of the 2012 RTP/SCS process, allowing staff to become familiar with the issues, but the review is a major effort, nonetheless. The 10-page Executive Summary is attached, providing an overview of the RTP/SCS.

It is important to note that the development of the SCAG region's RTP/SCS takes place in the context of the largest and most geographically and demographically diverse metropolitan area in the United States. The SCAG region has over twice the population (over 18 million) of the San Francisco Bay Area, over five times the population of the San Diego Region, and over seven times that of the Sacramento region. Our region is the only one in the country to be in the "extreme" non-attainment category for air quality, carrying with it additional responsibility and expectations. San Bernardino County is, in effect, "ground zero" for air quality concerns, being home to some of the most polluted areas in the region.

The SCAG region is a focal point for goods movement and industry. The region's ports handle more than five times the container volume as those of the Bay Area, with commensurate train and truck impacts. Southern California's manufacturing output exceeds that of all other parts of the state, combined, and represents almost six percent of the nation's manufacturing employment. Our six

major commercial airports carry 81 million national and international passengers per year. The region now has 470 miles of passenger rail lines, between commuter rail, heavy rail, and light rail, and almost 22,000 miles of highways and arterials. Although the geographic, demographic, and institutional scope of the region present enormous challenges, the continued growth of the region can also be viewed as some measure of success, given the number of people who have seen fit to live and work here and to enjoy many aspects of the Southern California lifestyle.

A region this large with this many challenges requires big plans as well. The RTP/SCS demonstrates the magnitude of the problems if the region takes a "business as usual" approach. Exhibit 5.2 from the Plan (Attachment 2) shows the levels of congestion forecast to occur under the RTP "baseline" alternative. A major component of the RTP is its financial plan, which includes several financial initiatives that can be viewed as bold, but necessary, if we are to maintain a world-class transportation system so as to keep Southern California competitive with other regions.

There are so many topics covered in the RTP/SCS that this agenda item can focus on only a few. Several topics are selected for highlighting and comment. Among these include the financial plan, freight strategy, Sustainable Communities Strategy, SCAG's proposed High Occupancy Toll (HOT) lane network, and the PEIR. A framework for some of the possible comments SANBAG could make on the RTP is presented at the end of the item.

Financial Plan

One of the most critical elements of the RTP/SCS is the financial plan. The RTP is required to be financially constrained, meaning that project costs must be matched with "reasonably available" revenues.

The 2012 RTP acknowledges the considerable challenges associated with financing transportation investments. The Plan highlights the importance of finding new and innovative ways to pay for transportation, including the ever-expanding backlog of investment needs just to maintain the existing system. The nation as a whole is facing a very real, near-term insolvency crisis with the federal Highway Trust Fund, as fuel tax receipts continue to decline and are already below historically authorized federal transportation funding levels. Additionally, the viability of California's State Highway Account remains in question as only a fraction of the region's needs are funded through state sources, and federal stimulus and state bond funding ends within the next few years.

Table 3.5 from the Plan tells much of the financial story of the RTP and is provided as Attachment 3. Highlights of this table were reviewed at the Plans and Programs Committee meeting.

The nature and timing of the innovative financing mechanisms is one of the core considerations in the RTP, and perhaps the most uncertain. The more challenging innovative financing strategies are not scheduled to be in effect until after the 2016 RTP is prepared (e.g. increased gas taxes in 2017 and implementation of a VMT fee in 2024). Thus, modifications to the financial plan in the next RTP are possible prior to their actual implementation. However, these measures require substantial groundwork if they are to become reality, and activity will need to occur prior to the expiration of the 2012 RTP. In staff's opinion, the implementation steps required for these measures could be outlined more clearly in the RTP. Table 3.6, also included in Attachment 3, shows the projected expenditures by project classification and timeframe, for comparison with Table 3.5.

Highway and Transit Projects

The RTP contains an extensive listing of projects to be implemented through 2035, by five-year increment. These lists include all of SANBAG's Measure I projects, supported by the financial strategy, and are contained in an appendix to the RTP. The compilation of these lists was a large undertaking by SANBAG staff, Caltrans, and our local partners. The inclusion of these projects in the RTP is essential, as regionally significant projects may not receive federal funds without being included in the RTP, and the projects must be included in a conforming RTP to receive federal environmental clearance.

It should be noted that some of SANBAG's projects could not be funded without the additional increments of funding that SCAG has proposed, but no analysis has been conducted of the projects that would need to be excluded if these additional levels of funding were not realized. SANBAG staff has discussed the need to create SANBAG's own Long Range Transportation Plan subsequent to the approval of the 2012 RTP, so that the agency is in a better position to understand the implications of having, or not having, the level of financial resources assumed in the RTP. We anticipate this effort being initiated in Fiscal Year 2012-2013, so that we are better able to present our needs and resources for the 2016 RTP cycle. Los Angeles County Metro and the Orange County Transportation Authority have such plans, which serve as a basis to include or exclude projects based on each county's estimate of available financial resources.

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Attachments: BRD1202b1-ss; BRD1202b2-ss; BRD1202b3; BRD1202b4-ss

Freight Strategy

Substantial attention was given in the RTP/SCS to the freight strategy, which contains very substantial initiatives that will impact San Bernardino County in a number of ways. The 2012 RTP focuses on a two-pronged approach for achieving an efficient freight system that reduces environmental impacts. For the near-term, the regional strategy supports the deployment of commercially available, low-emission trucks and locomotives while centering on continued investments in improved system efficiencies. For example, upgrading switcher locomotive engines could reduce 1 to 3 percent of regional rail emissions. Additionally, heavy-duty hybrid trucks are already in use, but market penetration can be increased.

In the longer term, the strategy focuses on a more fundamental shift in technology—taking critical steps toward phased implementation of a zero-emission or near zero-emission freight system. Two of many promising technologies that merit further investigation are electric trucks and electrified rail systems.

A major component of the freight strategy is the East-West Freight Corridor. This concept involves clean, dedicated truck lanes that roughly parallel the SR-60 Freeway east of SR-710 and turn north to parallel I-15, terminating just north of I-10. The truck lanes are identified for implementation in the latter half of the 23-year RTP time period.

Specific near-term implementation actions have been identified for the freight strategy, of which SANBAG should be aware:

- 2012 – Identify potential funding to support truck, wayside power and rail evaluation and prototype demonstration efforts; incorporate into financially constrained RTP as appropriate
- 2012 - Implement plan of advocacy to secure action by federal or other governments
- 2012-2014 - Continue to evaluate truck technology implementation and funding mechanisms
- 2012-2013 – Continue to evaluate practicability of applying existing electrified rail technologies, and evaluate funding and implementation mechanisms
- 2015-2016 – Incorporate decisions on wayside power and technology direction, including strategy, funding and timeframe, into 2016 RTP update and State Implementation Plan (SIP) revisions; if existing rail

technologies are practicable, identify technologies, infrastructure and implementation mechanisms in RTP update and SIP

- 2016 - Begin deployment of appropriate zero emission trucks and continue operational demonstration
- 2018-2020 – If existing rail applications were not practicable, resolve need for new rail technologies and incorporate planning into the 2020 RTP.

Sustainable Communities Strategy

The passage of SB 375 at the state level gives SCAG a new area of responsibility—and provides the region with a renewed opportunity to focus on an integrated planning effort for the future. The purpose of SB 375 is to implement the state's greenhouse gas emissions (GHG) reduction goals in the sector of cars and light trucks. This mandate requires the California Air Resources Board to determine per-capita GHG emission reduction targets for each Metropolitan Planning Organization (MPO) in the state at two points in the future—2020 and 2035. In accordance with Govt. Code section 65080(b)(2)(B)(vii), the 2012 RTP/SCS will achieve GHG emission reductions of 8 percent per capita in 2020 and 16 percent per capita in 2035 (surpassing the 13 percent reduction target for 2035).

These requirements, as outlined in California Government Code Section 65080(b)(2)(B), do not mean that the SCS creates a mandate for certain land use policies at the local level. In fact, SB 375 specifically states that the SCS cannot dictate local General Plan policies (see, Government Code Section 65080(b)(2)(J)). However, the SCS is intended to provide a regional policy foundation that local governments may build upon if they so choose and generally includes the quantitative growth projections from each city and county in the region going forward. In addition, some projects consistent with the SCS are eligible for streamlined environmental review.

Tables 4.3 through 4.6 of the RTP/SCS contain lists of actions and strategies for implementing the SCS, included in Attachment 4. The tables cover the subjects of land use, transportation networks, transportation demand management (TDM) and transportation system management (TSM).

The SCS poses several questions to SANBAG and its stakeholder agencies. For example, should SANBAG and its partners further explore mechanisms for incentivizing land use that is most consistent with the SCS principles of encouraging land use around transit station areas? Should additional funds be allocated to implement SANBAG's Non-Motorized Transportation Plan, which

was incorporated into the RTP as a set of "active transportation" projects? How can San Bernardino County encourage the movement of jobs to the County, to provide better access and shorter commutes for our citizens? Staff will bring forward such issues at the appropriate time following the approval of the RTP/SCS.

Express/HOT Lane Network

Chapter 2 of the RTP/SCS shows a proposed Express/HOT lane network. The network includes I-10 from downtown Los Angeles to Redlands, I-15 from the San Diego County line to U.S. 395, SR-91 from SR-110 to I-15, SR-110 from I-405 to downtown Los Angeles, and I-405 through much of Los Angeles and Orange Counties. The network was an enhancement to the Plan by SCAG, which went beyond SANBAG's submission of HOV lane projects for I-10 and I-15. SCAG took this approach, in part, to put forward a vision of an interconnected, regional HOT lane system. It is principally part of the strategy to enhance regional mobility through this network of managed lanes, and represents a component of the financial strategy as well.

It is important to note that SANBAG staff submitted the I-10 and I-15 HOV lanes for SCAG to incorporate into the RTP, consistent with the last several RTPs. Staff is proceeding with the analysis of both HOT and HOV alternatives for the I-10 and I-15 corridors, and the outcome of those efforts will assist the SANBAG Board in determining what should be recommended to SCAG in the 2016 RTP. There are many factors to be considered, but for this draft RTP, SCAG staff has included the network in the financially constrained Plan as part of its vision of regional mobility. The benefits documented in the Plan include the benefits provided by the HOT lane network. However, inclusion of the HOT network in the Plan does not obligate SANBAG to that course of action. The nature of future improvements on I-10 and I-15 will be directed by the SANBAG Board, in partnership with Caltrans.

Program Environmental Impact Report

The PEIR evaluates the potential environmental impacts associated with the adoption of the 2012-2035 RTP/SCS by SCAG, per requirements of the California Environmental Quality Act (CEQA). The PEIR for the 2012-2035 RTP/SCS serves as an informational document to inform decision-makers and the public of the potential environmental consequences of approving the proposed Plan. The PEIR includes mitigation measures designed to help avoid or minimize significant environmental impacts. The PEIR includes an analysis of the RTP/SCS ("The Project," in CEQA terms), as well as the consequences of the

absence of action (No-Project) and the consequences if a 2008 Modified RTP were to be adopted.

The PEIR provides three different categories of mitigation measures for consideration and implementation, as indicated below:

- Regional Mitigation Measures: Within this category are mitigation measures that can be implemented by SCAG at the regional level. These measures are generally aimed at gathering additional information that can assist in measuring impacts and determining appropriate mitigation and promoting policies and programs that would reduce impacts.
- Local Mitigation Measures: The second type of mitigation measures are those that would be implemented at the local level by individual cities and counties. These measures can strengthen planning documents to ensure the provision of appropriate mitigation measures in the planning process.
- Project-Specific Mitigation Measures: This category includes project-specific mitigation measures that are required by the appropriate agency under whose jurisdiction the project falls (i.e., city or county). As a programmatic document, many of the measures in the PEIR refer to performance standards because site-specific conditions cannot be reasonably evaluated at the programmatic level.

The PEIR evaluates the following potential environmental impacts: aesthetics; air quality; biological resources and open space; cultural resources; geology; soils and mineral resources; greenhouse gas emissions; hazardous materials; land use; noise; population, housing and employment; public services and utilities; transportation, traffic and security; and water resources. The list of mitigation measures included in the PEIR is extensive, with approximately 550 measures addressing the environmental elements listed above. SANBAG staff is reviewing this list in detail and will discuss any concerns raised by the list of mitigation measures at the Board meeting.

Potential Comments on the RTP/SCS

SANBAG staff is still reviewing the draft RTP/SCS and is discussing selected issues with SCAG and other agencies. Therefore, specific comments have not yet been formulated, nor is it certain that a formal comment letter will be transmitted to SCAG. However, several comment themes have been discussed among SANBAG staff, and these will be further highlighted at the Board presentation on February 1. Staff requests authorization to submit a letter to SCAG, signed by the SANBAG President before the February 14, 2012 deadline, should it be determined that a formal comment letter is appropriate.

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Attachments: BRD1202b1-ss; BRD1202b2-ss; BRD1202b3; BRD1202b4-ss

SANBAG recognizes the extensive effort and thinking that went into the RTP/SCS by SCAG staff and policy committees, particularly in light of the many complex and challenging issues the Plan has had to address. SANBAG staff supports the approval of the Plan by the April deadline, and we would want to acknowledge SANBAG's appreciation and respect for SCAG's efforts in any submittal of comments to SCAG.

SANBAG staff has already posed a number of technical questions to SCAG staff and is waiting for responses or discussion at technical committee meetings over the next two weeks. However, there are several over-arching comments that are emerging from staff's review, including:

- The RTP/SCS growth forecasts should be approved at the subregional level not at the city or transportation analysis zone (TAZ) level. SANBAG needs the ability to adapt the forecasts to development trends and new information that will inevitably come to light over the next four years until the next RTP/SCS cycle. This is consistent with SCAG's approvals in the past, but some have suggested that the growth forecast approvals should be at a smaller geography for the 2012 RTP/SCS.
- The growth distribution at the TAZ level needs to be adjusted to be consistent with the distribution of growth for households and employment being submitted by SANBAG in parallel with the comment letter. This would be applied to the RTP 2035 Baseline alternative, as discussed with SCAG staff, with SCAG adjustments made to the 2035 Plan alternative, as appropriate.
- Confirmation is requested that the East-West Freight Corridor (dedicated truck lanes) will, in concept, continue from SR-60 northerly on the I-15 and terminate north of I-10, with appropriate connector ramps to and from I-10 east of I-15. This is stated in the text of the draft RTP/SCS, but some of the maps and the transportation model networks are not yet consistent with this.
- Any Metrolink improvement projects listed in the Memorandum of Understanding to be executed with the High Speed Rail Authority should be included in the RTP list of projects. SANBAG staff will provide details on these projects to SCAG once that information becomes available.
- SANBAG staff has requested clarification of the legal meaning of the phrase "local jurisdictions can and should...," used in many of the local mitigation measures referenced in the Program EIR. SANBAG's understanding is that the mitigation measures are designed to provide local jurisdictions with choices, not requirements, as they seek to implement local transportation and development projects. Alternate language needs to be provided if the phrasing in the draft PEIR could be interpreted to require these actions or to require justification in a local project EIR of why the jurisdiction does not need to

implement the mitigation measure. Local jurisdictions must abide by many regulations and requirements in the project development process, and the PEIR should reference applicable regulations, not attempt to duplicate or paraphrase them with mitigation measures in the EIR.

Financial Impact: This item is consistent with the approved Fiscal Year 2011-2012 SANBAG Budget. The RTP/SCS does not have immediate financial implications to SANBAG, and SANBAG retains the decision-making authority concerning the implementation, funding, and timing of specific projects.

Reviewed By: This item was received by the Plans and Programs Committee on January 18, 2012. The Transportation Technical Advisory Committee, City/County Managers TAC, and the Planning and Development Technical Forum (PDTF) have been previously briefed on RTP/SCS issues.

Responsible Staff: Ty Schuiling, Interim Executive Director

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Attachments: BRD1202b1-ss; BRD1202b2-ss; BRD1202b3; BRD1202b4-ss

EXECUTIVE SUMMARY

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Our Vision

Towards a Sustainable Future

For the past three decades, the Southern California Association of Governments (SCAG) has prepared Regional Transportation Plans (RTPs) with the primary goal of increasing mobility for the region's residents and visitors. While mobility is a vital component of the quality of life that this region deserves, it is by no means the only component. SCAG has placed a greater emphasis than ever before on sustainability and integrated planning in the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), whose vision encompasses three principles that collectively work as the key to our region's future: mobility, economy, and sustainability.

The 2012 RTP/SCS includes a strong commitment to reduce emissions from transportation sources to both improve public health and meet the National Ambient Air Quality Standards as set forth by the federal Clean Air Act. As such, the 2012 RTP contains a regional commitment for the broad deployment of zero and near-zero emission transportation technologies in the 2023-2035 timeframe and clear steps to move towards this objective. This is especially critical for our goods movement system. The development of a world class zero emission freight transportation system is necessary to maintain economic growth in the region, to sustain quality of life and to meet federal air quality requirements. The 2012 RTP puts forth an aggressive strategy for technology development and deployment to achieve this objective. This strategy will have may co-benefits, including energy security, cost certainty, increased public support for infrastructure, GHG reduction and economic development.

Never before have the crucial linkages and interrelationships between the economy, the regional transportation system, and land use been as important as now. For the first time, the 2012 RTP includes a significant consideration of the economic impacts and opportunities provided by the transportation infrastructure plan set forth in the 2012 RTP, considering not only the economic and job creation impacts of the direct investment in transportation infrastructure, but also the efficiency gains in terms of worker and business economic productivity and goods movement. The 2012 RTP outlines a transportation infrastructure investment strategy that will beneficially impact Southern California, the state, and the nation in terms of economic development, competitive advantage, and overall competitiveness in the global economy in terms of attracting and retaining employers in the Southern California region.

The 2012 RTP/SCS will transform the region, serving as a blueprint for improving quality of life for our residents by providing more choices for where they will live, work, and play, and how they will move around. Its safe, secure, and efficient transportation systems will provide improved access to opportunities, such as jobs, education, and healthcare. Its emphasis on transit and active transportation will allow our residents to lead a healthier, active lifestyle. It will create jobs, ensure our region's economic competitiveness through strategic investments in our goods movement system, and improve environmental and health outcomes for 22 million residents by 2035. More importantly, the RTP/SCS will also preserve what makes the region special, including our stable and successful neighborhoods and our array of open spaces for future generations to enjoy.

The Setting

In order to successfully overcome the challenges that lie before us, this RTP/SCS first recognizes the impacts that recent events and long-term trends will have on how people choose to live and move around.

ECONOMIC RECESSION

[800,000]* jobs have been lost in the region due to the Great Recession

The economic turmoil faced by many of the region's residents is likely to impact their housing choices and travel behavior, including their transportation mode choice and day-to-day travel patterns. This will potentially require different types of transportation solutions.

POPULATION GROWTH

The region will add **[4 million]** people by 2035

This growth in population will only exacerbate our region's existing mobility challenges. The SCAG region is already home to 18 million people, or 49 percent of California's population. If it were its own state, the SCAG region would be the fifth most populous in the nation. Furthermore, this expected growth will occur mainly in the suburban inland counties of Riverside and San Bernardino, adding to the existing imbalance of jobs and housing in the region, and requiring people to travel which contributes to transportation and air quality challenge. In addition, with the aging of the Baby Boomer generation (the share of the population 65 years or older will increase from 11 percent in 2010 to 18 percent in 2035), the region will soon have a greater need for efficient modes of transportation for those who can no longer drive as their main form of transportation.

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MULTIMODAL TRANSPORTATION SYSTEM

Over the past few decades, the region has invested heavily in a multimodal transportation system that serves as the backbone of the region's economic well-being.

THE SYSTEM AT A GLANCE

[21,630] miles of highways and arterials

[470] miles of passenger rail

[6] air carrier airports

Nine out of ten trips in the region utilize our extensive highway and arterial network, which supports a host of modes, including the automobile, transit, and active transportation. The region is also home to a growing number of passenger rail lines, none of which existed 20 years ago. Our regional aviation system is the nation's largest and most complex in terms of number of airports and aircraft, and our goods movement industry plays a critical role in sustaining the economy of our region. The importance of this system to our region cannot be understated.

THE REGION IN MOTION

[446 million] miles driven each day

[81 million] air passengers each year

[45%] more urban rail riders between 2000 and 2006

[34%] of our jobs depend on the goods movement industry

Challenges

The challenges facing the region are daunting. When combined, our mobility, air quality, and funding challenges present an imposing threat to the quality of life for both current and future residents.

MOBILITY CHALLENGES

The region wastes over **[3 million]** hours each year sitting in traffic

The region's roadways are the most congested in the nation, and traffic relief is critical, even more so in our current economic situation. By failing to address our congestion, we have foregone jobs—every 10 percent decrease in congestion can bring an employment increase of about 132,000 jobs.

SAFETY CHALLENGES

On the brighter side, our roadways are among the nation's safest, with rate of fatal and injury collisions declining dramatically since the 1930's. But as we continue to successfully improve safety for our motorists, we cannot neglect the alarming fatality rates of those traveling on other modes of transportation.

[21%] of all traffic-related fatalities involve pedestrians

This fatality rate is unacceptable, and if we plan to successfully move towards a more sustainable future that includes plenty of active transportation, we must address the safety deficiencies in all modes of transportation.

AIR QUALITY CHALLENGES

In addition, while Southern California is a leader in reducing emissions and ambient levels of air pollutants are improving, the SCAG region continues to have the worst air quality in the nation and air pollution still causes thousands of premature deaths every year, as well as other serious adverse health effects. The South Coast Air Quality Management District (AQMD) estimates the monetary cost of air pollution in Southern California to be at least $14.6 billion annually.

Even with on-going aggressive control strategies, ever more stringent national ozone standards require further oxide of nitrogen (NO_X) emission reductions in the SCAG region. In the South Coast Air Basin, for example, it is estimated that NO_X emissions will need to be reduced by approximately two-thirds in 2023 and three-quarters in 2030. This is a daunting challenge. The level of emission reduction required is so significant that 2030 emissions forecasted from just three sources—ships, trains, and aircraft—would lead to ozone levels near the federal standard. Because most sources, including cars and factories, are already controlled by over 90 percent, attainment of ozone standards will require broad deployment of zero and near-zero emission technologies in the 2023-2035 timeframe.

Senate Bill 375

New to this RTP, California's Sustainable Communities and Climate Protection Act, or Senate Bill (SB) 375, calls for this RTP to include an SCS that reduces greenhouse gas (GHG) emissions from passenger vehicles by 8 percent per capita by 2020 and 13 percent per capita by 2035 compared to 2005, as set by the California Air Resources Board (ARB). SB 375 enhances the State's goals of Assembly Bill 32, the Global Warming Solutions Act of 2006. Meeting the required targets will not be easy, but it must be done for the health and quality of life of current and future generations. Meeting these targets will point the region towards overall sustainability and will provide benefits beyond reducing carbon emissions.

FINANCIAL CHALLENGES

Of all the challenges facing us today, there is perhaps none more critical than funding. With the projected growth in population, employment, and demand for travel, the costs of our multimodal transportation needs surpass projected revenues available from our historic transportation funding source—the gas tax.

State and federal gas taxes have not changed in nearly [20] years

Yet, highway construction costs have grown by [82%]

As a result of years of underinvestment, a significant amount of our roadways and bridges have fallen into a state of disrepair. It is imperative that this situation be addressed. The rate of deterioration will only accelerate with continued deferral, significantly increasing the cost of bringing our assets back into a state of good repair.

Furthermore, with recent declines in transit funding, the region's transit operators continue to face major obstacles to providing frequent, attractive transit service.

Rail operating costs have increased by over [40%] in the past decade

Intercity transit operators have been forced to cut service by up to [20%]

The region must consider ways to stabilize existing revenue sources and supplement them with reasonably available new sources. This region needs a long-term, sustainable funding plan that supports an efficient and effective transportation system that grows the economy, provides mobility choices, and improves our quality of life.

Our Approach

To address these challenges, SCAG performed a careful analysis of our transportation system, the future growth of our region, and potential new sources of revenue, and embarked on a massive outreach undertaking to hear what the region had to say. While SCAG continued to work closely through hundreds of meetings with stakeholder agencies that it has always collaborated with, it also conducted a series of planning sessions throughout the region to find out what Southern Californians want to see in their future. The result of this multi-year effort is the 2012 RTP/SCS, a shared vision for the region's sustainable future.

Transportation Investments

The RTP/SCS contains a host of improvements to our multimodal transportation system. These improvements include closures to critical gaps in the network that hinder access to certain parts of the region, as well as the strategic expansion of our transportation system where there is room to grow in order to provide the region with the mobility it needs. These improvements are outlined in **TABLE 1**.

TABLE 1 Transportation Investments

Component	Description	Cost
Transit		**$ 49.7 billion**
Bus Rapid Transit (BRT)	New BRT routes, extensions, and/or service enhancements in Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties	$ 4.6 billion
Light Rail Transit (LRT)	New Light Rail routes/extensions in Los Angeles and San Bernardino Counties	$ 13.1 billion
Heavy Rail Transit (HRT)	Heavy Rail extension in Los Angeles County	$ 11.1 billion
Bus	New and expanded bus service in Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties	$ 20.9 billion
Passenger and High-Speed Rail		**$ 51.6 billion**
Commuter Rail	Metrolink extensions in Riverside County and Metrolink systemwide improvements to provide higher speeds	$ 3.9 billion
High-Speed Rail	Improvements to the Los Angeles to San Diego (LOSSAN) Rail Corridor with an ultimate goal of providing San Diego-Los Angeles express service in under two hours Phase I of the California High-Speed Train (HST) project that would provide high-speed service from Los Angeles to the Antelope Valley	$ 47.7 billion
Active Transportation		**$ 6.0 billion**
Various Active Transportation Strategies	Increase our bikeways from 4,315 miles to 10,122 miles, bring 12,000 miles of deficient sidewalks into compliance with the Americans with Disabilities Act (ADA), safety improvements, and various other strategies	$ 6.0 billion
Transportation Demand Management (TDM)		**$ 4.0 billion**
Various TDM Strategies	Strategies to incentivize drivers to reduce solo driving: ▪ Increase carpooling and vanpooling ▪ Increase the use of transit, bicycling, and walking ▪ Redistribute vehicle trips from peak periods to non-peak periods by shifting work times/days/locations ▪ Encourage greater use of telecommuting ▪ Other "First Mile/Last Mile" strategies to allow travelers to easily connect to and from transit service at their origin and destination. These strategies include the development of mobility hubs around major transit stations, the integration of bicycling and transit through folding-bikes-on-buses programs, triple bike racks on buses, and dedicated racks on light and heavy rail vehicles	$ 4.0 billion

Component	Description	Cost
Transportation Systems Management (TSM) (Includes Intelligent Transportation Systems (ITS))		**$ 6.8 billion**
Various TSM Strategies	Enhanced incident management, advanced ramp metering, traffic signal synchronization, advanced traveler information, improved data collection, universal transit fare cards (Smart Cards), and Transit Automatic Vehicle Location (AVL) to increase traffic flow and reduce congestion	$ 6.8 billion
Highways		**$ 72.3 billion**
Mixed Flow	Interchange improvements and closures to critical gaps in the highway network to provide access to all parts of the region	$ 18.4 billion
High-Occupancy Vehicle (HOV)/ High-Occupancy Toll (HOT)	Closures to gaps in the high-occupancy vehicle (HOV) lane network and the addition of freeway-to-freeway direct HOV connectors to complete Southern California's HOV network A connected network of Express/HOT lanes	$ 18.7 billion
Toll Facilities	Closures to critical gaps in the highway network to provide access to all parts of the region	$ 35.2 billion
Arterials		**$ 22.1 billion**
Various Arterial Improvements	Spot widenings, signal prioritization, driveway consolidations and relocations, grade separations at high-volume intersections, new bicycle lanes, and other design features such as lighting, landscaping, and modified roadway, parking, and sidewalk widths	$ 22.1 billion
Goods Movement (Includes Grade Separations)		**$ 47.9 billion**
Various Goods Movement Strategies	Port access improvements, freight rail enhancements, grade separations, truck mobility improvements, intermodal facilities, and emission reduction strategies	$ 47.9 billion
Aviation and Airport Ground Access		**Included in modal investments**
Various Airport Ground Access Improvements	Rail extensions and improvements to provide easier access to airports, and new express bus service from remote terminals to airports	Included in modal investments
Operations and Maintenance		**$ 216.9 billion**
Transit	Operations and maintenance to preserve our multimodal system in a good state of repair	$ 139.3 billion
Highways		$ 56.7 billion
Arterials		$ 20.9 billion

Financial Plan

The 2012 RTP financial plan identifies how much money is available to support the region's transportation investments. The plan includes a core revenue forecast of existing local, state, and federal sources, along with reasonably available new revenues sources that are likely to materialize within the RTP time frame. These new sources include adjustments to state and federal gas tax rates based on historical trends and recommendations from two national commissions (*National Surface Transportation Policy and Revenue Study Commission* and *National Surface Transportation Infrastructure Financing Commission*) created by Congress, further leveraging of existing local sales tax measures, value capture strategies, potential national freight progam/freight fees, as well as passenger and commercial vehicle tolls for specific facilities. Reasonably available revenues also include innovative financing strategies, such as private equity participation.

TABLE 2 presents ten categories of new revenue sources and innovative financing techniques that are considered to be reasonably available and are included in the financially constrained plan. For each funding source, SCAG has examined the policy and legal context of implementation, prepared an estimate of the revenue potential, and identified action steps to ensure the funds are available to implement the region's transportation vision.

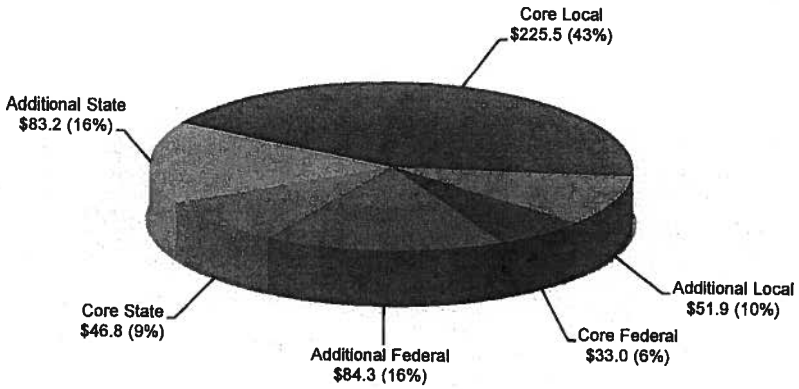
Revenue Sources and Expenditures

FIGURES 1 AND 2 provide a summary of the plan's forecasted revenues and expenditures. As shown in these figures, the region's budget over the next 25 years totals an estimated $524.7 billion.

TABLE 2 New Revenue Sources and Innovative Financing Strategies (Nominal Dollars, Billions)

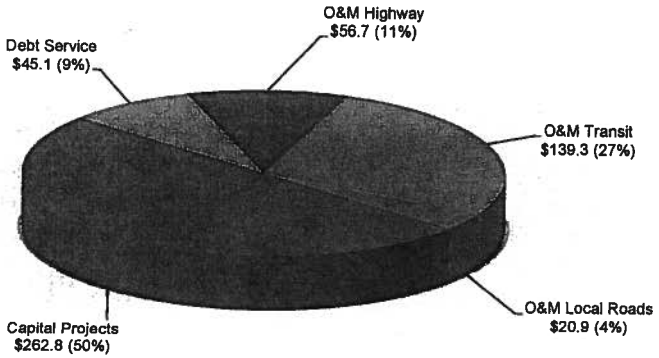
Revenue Source	Description	Amount
Bond Proceeds from Local Sales Tax Measures	Issuance of debt against existing sales tax revenues: Los Angeles, Orange, Riverside, and San Bernardino Counties.	$25.6 bil
State and Federal Gas Excise Tax Adjustment to Maintain Historical Purchasing Power	Additional $0.15 per gallon gasoline tax imposed at the state and the federal levels starting in 2017 to 2024—to maintain purchasing power.	$16.9 bil
Mileage-Based User Fee (or equivalent fuel tax adjustment)	Mileage-based user fees would be implemented to replace gas tax and augment—estimated at about $0.05 (2011$) per mile and indexed to maintain purchasing power starting 2025.	$110.3 bil (est. increment only)
Highway Tolls (includes toll revenue bond proceeds)	Toll revenues generated from SR-710 Tunnel, I-710 South Freight Corridor, East-West Freight Corridor, segment of the High Desert Corridor, and Regional Express/HOT Lane Network.	$22.3 bil
Private Equity Participation	Private equity share as may be applicable for key initiatives: e.g., toll facilities; also, freight rail package assumes railroad share of costs for mainline capacity and intermodal facilities.	$2.7 bil
Freight Fee/National Freight Program	A national freight program is anticipated with the next federal reauthorization of the surface transportation act. The U.S. Senate's proposal would establish federal formula funding for the national freight network.	$4.2 bil
E-Commerce Tax	Although these are existing revenue sources, they generally have not been collected. Potentially, the revenue could be used for transportation purposes, given the relationship between E-commerce and the delivery of goods to California purchasers.	$3.1 bil
Interest Earnings	Interest earnings from toll bond proceeds.	$0.2 bil
State Bond Proceeds, Federal Grants & Other for California High Speed Rail Program	State general obligation bonds authorized under the Bond Act approved by California voters as Proposition 1A in 2008; federal grants authorized under American Recovery and Reinvestment Act and High-Speed Intercity Passenger Rail Program; potential use of qualified tax credit bonds; and private sources.	$33.0 bil
Value Capture Strategies	Assumes formation of special districts including use of tax increment financing for specific initiatives.	$1.2 bil

FIGURE 1 Revenue Sources
$524.7 Billion (Nominal Dollars) FY2011–FY2035



Source: SCAG Revenue Model 2011
Note: Numbers may not add due to rounding

FIGURE 2 Expenditure Summary
$524.7 Billion (Nominal Dollars) FY2011–FY2035



Source: SCAG Revenue Model 2011
Note: Numbers may not add due to rounding

Sustainable Communities Strategy

Within the RTP, the SCS demonstrates the region's ability to attain and exceed the GHG emission reduction targets set forth by the ARB. The SCS outlines our plan for integrating the transportation network and related strategies with an overall land use pattern that responds to projected growth, housing needs and changing demographics, and transportation demands. The regional vision of the SCS maximizes current local efforts that support the goals of SB 375, as evidenced by several Compass Blueprint Demonstration Projects and various county transportation improvements. The SCS focuses the majority of new housing and job growth in high-quality transit areas and other opportunity areas in existing main streets, downtowns, and commercial corridors, resulting in an improved jobs-housing balance and more opportunity for transit-oriented development. This overall land use development pattern supports and compliments the proposed transportation network that emphasizes system preservation, active transportation, and transportation demand management measures. Finally, the RTP/SCS fully integrates the two subregional SCSs prepared by the Gateway Cities and Orange County Council of Governments.

Measuring Up

The investments in this RTP/SCS are expected to result in significant benefits to the region with respect to transportation and mobility, as well as air quality, economic activity and job creation, sustainability, and environmental justice. They will result in better place-making, lower overall costs, advances in public health and the environment, responsiveness to a changing housing market, and improved accessibility and mobility.

Air Quality and GHG Targets

We will reduce greenhouse gas emissions by [8%] by 2020, [16%] by 2035

This RTP/SCS successfully achieves and exceeds our greenhouse gas emission reduction targets, set by ARB by achieving an 8 percent reduction by 2020 and 16 percent reduction by 2035 compared to the 2005 level on a per capita basis. This RTP/SCS also meets criteria pollutant emission budgets set by EPA. With each passing year, Southern Californians should expect to breathe cleaner air and live healthier lives.

This air quality benefit is made possible largely by more sustainable planning, integrating transportation and land use decisions to allow Southern Californians to live closer to where they work and play, and to high-quality transit service. As a result, more residents will be able to use transit and active transportation as a safe and attractive means of travel.

Location Efficiency

Over [twice] as many households will live near high-quality transit

Share of households living in the High Quality Transit Area will more than double over the plan period signaling a more efficient overall development pattern in the future.

Mobility

Delay on our roadway system will improve over today's condition

Our roadways will be less congested, allowing our region's residents to spend less time in traffic onboard a bus or behind the wheel and more time with their families.

Safety

Not only will residents be more mobile, they will also be safer. This RTP/SCS's emphasis on safety will result in significantly lower accident rates, giving our residents the peace of mind to travel freely throughout the day and come home to their loved ones every night.

Economy

We will generate [4.2 million] jobs

Not only will the region be more mobile, it will also be more prosperous. Implementation of the RTP/SCS will create or sustain jobs today to build transportation infrastructure projects for tomorrow. The 4.2 million total jobs over the life of the RTP/SCS equates to an annual average of 167,900 jobs, and is not limited to the construction industry, but will encompass a broad cross-section of industry clusters.

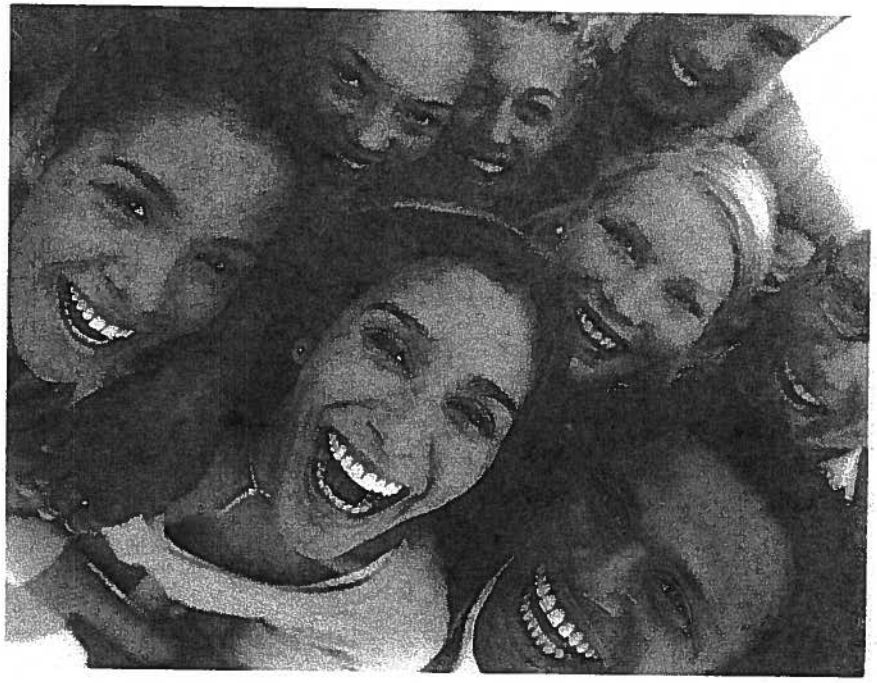
Investment Effectiveness

We will get [$2.90] back for every $1 spent

The RTP/SCS makes dollar sense. While its overall expenditures seem like a huge cost, the region will recover $2.90 for every $1 this RTP/SCS commits, which will only help propel the region to more prosperous days ahead.

Public Participation

The development of the Draft 2012 RTP/SCS involved implementation of one of the most comprehensive and coordinated public participation plan ever undertaken by SCAG. The public and stakeholder involvement program went over and beyond meeting the requirements of SB 375 and the SAFETEA-LU. SCAG engaged the widest range of stakeholder groups, elected officials, special interest groups as well as general public, through a series of workshops and public meetings, as well as SCAG's policy committees, task forces and subcommittee structure. The input received through this process has truly shaped the Draft 2012 RTP/SCS in a meaningful way. Furthermore, SCAG will continue to involve and engage the stakeholders and the public in the process of refining and finalizing the 2012 RTP/SCS over the next several months through the close of the formal comment period. SCAG has developed a state-of-the-art video and interactive RTP/SCS website called iRTP that will further enhance our capability to engage and involve the stakeholders and the public to continue shaping the 2012 RTP/SCS.



Strategic Plan – Looking Ahead – Beyond the Horizon

The 2012 RTP/SCS proposes investing over $500 billion over the next 25 years to improve the quality of life of the region's residents by enhancing our transportation system. However, additional strategies and projects are needed. The Strategic Plan identifies additional long-term initiatives such as zero emission transportation strategies; new operational improvements; expanded transit investments and high-speed rail system; as well as increased commitment to active transportation. Although elements of these strategies are included in the financially constrained plan, further work is needed to ensure there is regional consensus and commitment to fund the balance in subsequent RTPs.

EXHIBIT 5.2 Baseline 2035 Freeway Speed – PM Peak (3pm–7pm)

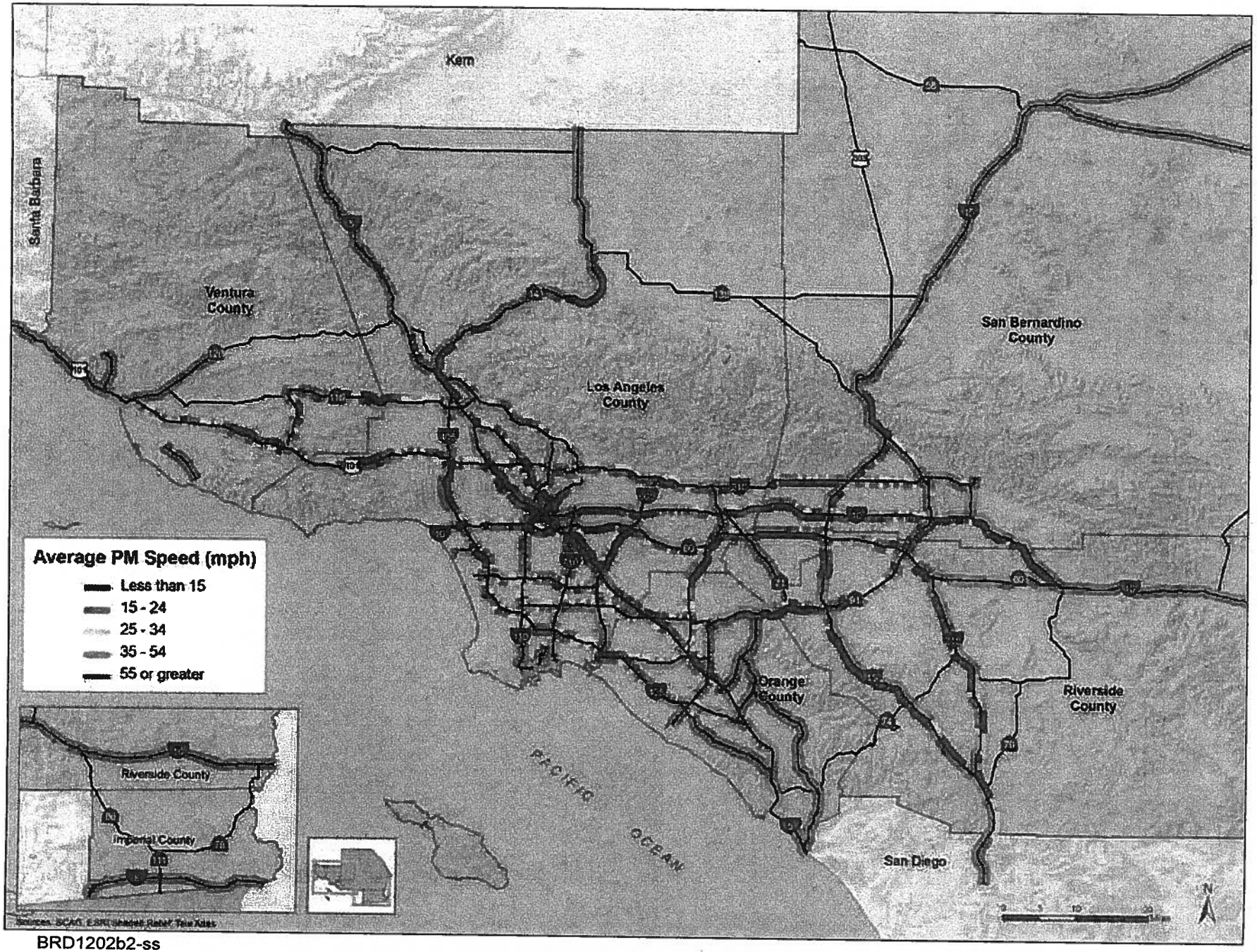


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TABLE 3.5 2012 Regional Transportation Plan Revenues (in Nominal Dollars, Billions)

	REVENUE SOURCES	FY2011–FY2015	FY2016–FY2020	FY2021–FY2025	FY2025–FY2030	FY2031–FY2035	TOTAL
LOCAL	Sales Tax	$16.3	$22.1	$28.7	$36.2	$44.7	$148.0
	– County	$13.1	$17.8	$23.1	$29.2	$36.1	$119.4
	– Transportation Development Act	$3.3	$4.3	$5.5	$6.9	$8.6	$28.7
	Gas Tax (Subvention to Cities & Counties)	$1.0	$1.0	$0.9	$0.9	$0.8	$4.6
	Other Local Funds	$5.3	$4.6	$4.7	$5.6	$5.2	$25.5
	Transit Fares	$3.2	$4.3	$5.3	$6.4	$7.5	$26.7
	Tolls	$1.4	$1.7	$2.1	$2.6	$3.3	$11.2
	Mitigation Fees	$1.4	$1.8	$1.9	$2.1	$2.3	$9.5
	LOCAL TOTAL	**$28.7**	**$35.4**	**$43.5**	**$53.9**	**$64.0**	**$225.5**
STATE	State Highway Operations and Protection Program (SHOPP)	$3.7	$4.2	$4.0	$3.8	$3.6	$19.5
	State Transportation Improvement Program (STIP)	$1.9	$2.0	$1.9	$1.8	$1.7	$9.4
	– Regional – RTIP	$1.3	$1.4	$1.3	$1.2	$1.2	$6.4
	– Interregional – ITIP	$0.6	$0.6	$0.6	$0.6	$0.5	$3.0
	State Gasoline Sales Tax Swap	$1.4	$1.7	$2.1	$2.6	$3.3	$11.0
	State Transit Assistance (STA)	$0.5	$0.5	$0.6	$0.6	$0.7	$2.8
	Proposition 1B (Infrastructure Bonds)	$3.0	$0.4	$0.0	$0.0	$0.0	$3.4
	Other State Funds (1)	$0.3	$0.1	$0.1	$0.1	$0.1	$0.8
	STATE TOTAL	**$10.8**	**$9.0**	**$8.7**	**$9.0**	**$9.4**	**$46.8**
FEDERAL	Federal Transit	$3.0	$3.6	$3.9	$4.3	$4.7	$19.5
	– Federal Transit Formula	$2.3	$2.6	$2.8	$3.1	$3.4	$14.2
	– Federal Transit Non-Formula	$0.7	$1.0	$1.1	$1.2	$1.3	$5.3
	Federal Highway & Other	$2.9	$2.6	$2.6	$2.6	$2.8	$13.5
	– Congestion Mitigation and Air Quality (CMAQ)	$1.3	$1.1	$0.9	$0.8	$0.9	$5.0
	– Surface Transportation Program (Regional)	$1.1	$1.2	$1.3	$1.5	$1.6	$6.7
	– Other Federal Funds (2)	$0.5	$0.3	$0.3	$0.3	$0.4	$1.8
	FEDERAL TOTAL	**$5.9**	**$6.1**	**$6.5**	**$6.9**	**$7.5**	**$33.0**
INNOVATIVE FINANCING & NEW REVENUE SOURCES	Bond Proceeds from Local Sales Tax Measures	$9.4	$10.4	$5.9	$0.0	$0.0	$25.6
	State and Federal Gas Excise Tax Adjustment	$0.0	$8.6	$8.3	$0.0	$0.0	$16.9
	Mileage Based User Fee	$0.0	$0.0	$8.9	$48.5	$52.9	$110.3
	Highway Tolls (including bond proceeds)	$3.0	$0.0	$9.8	$3.8	$5.7	$22.3
	Private Equity Participation	$1.3	$.01	$0.1	$1.2	$0.0	$2.7
	Freight Fees/National Freight Program	$0.1	$0.9	$1.0	$1.0	$1.2	$4.2
	E-Commerce Tax	$0.3	$0.6	$0.6	$0.7	$0.9	$3.1
	Interest Earnings	$0.0	$0.0	$0.1	$0.1	$0.1	$0.2
	California High Speed Rail Program Funding	$0.0	$3.9	$10.2	$14.3	$4.5	$33.0
	Value Capture Strategies	$0.0	$0.0	$1.2	$0.0	$0.0	$1.2
	INNOVATIVE FINANCING & NEW REVENUE SOURCES TOTAL	**$14.1**	**$24.5**	**$46.1**	**$69.6**	**$65.2**	**$219.5**
REVENUE TOTAL		**$59.5**	**$75.0**	**$104.8**	**$139.3**	**$146.1**	**$524.7**

Notes:
(1) Service Authority for Freeways and Expressways (SAFE), Freeway Service Patrol, Air Quality Vehicle Registration Fee (AB 2766), Environmental Enhancement and Mitigation.
(2) Includes other federal programs, e.g., Regional Transportation Enhancements, Highway Bridge Replacement and Rehabilitation, Homeland Security Grants, Bus Preferential Signal Systems, Highway Earmarks, local assistance, Hazard Elimination Safety, and Railroad/Highway Grade Crossing Protection (Section 130).
Numbers may not add due to rounding.

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TABLE 3.6 2012 Regional Transportation Plan Expenditures (in Nominal Dollars, Billions)

RTP COSTS	FY2011–FY2015	FY2016–FY2020	FY2021–FY2025	FY2026–FY2030	FY2031–FY2035	TOTAL
Capital Projects:	**$37.3**	**$44.8**	**$57.1**	**$63.4**	**$60.1**	**$262.8**
Arterials	$5.3	$3.5	$3.7	$4.5	$5.0	$22.1
Grade Separations & Goods Movement	$7.6	$6.0	$11.1	$14.6	$8.6	$47.9
High Occupancy Vehicle/High Occupancy Toll Lanes	$6.0	$1.3	$0.8	$3.1	$7.5	$18.7
Mixed Flow and Interchange Improvements	$4.0	$6.0	$5.4	$2.3	0.6	$18.4
Toll Facilities	$2.0	$14.3	$7.4	$5.4	$6.1	$35.2
Transportation System Management (including ITS)	$1.2	$1.0	$0.9	$2.0	$1.7	$6.8
Transit	$9.8	$11.7	$26.7	$27.9	$25.2	$101.2
Active Transportation	$0.6	$0.3	$0.3	$1.9	$2.9	$6.0
Transportation Demand Management	$0.2	$0.2	$0.2	$1.3	$2.0	$4.0
Other (1)	$0.7	$0.4	$0.6	$0.4	$0.4	$2.5
Operations and Maintenance:	**$19.4**	**$22.9**	**$37.4**	**$63.7**	**$73.5**	**$216.9**
Highway	$3.4	$3.0	$12.5	$18.8	$19.1	$56.7
Transit	$14.9	$18.8	$23.8	$37.0	$44.8	$139.3
Local Streets and Roads	$1.1	$1.1	$1.2	$7.9	$9.6	$20.9
Debt Service	**$2.7**	**$7.3**	**$10.3**	**$12.2**	**$12.6**	**$45.1**
COST TOTAL	**$59.5**	**$75.0**	**$104.8**	**$139.3**	**$146.1**	**$524.7**

Note: (1) Includes: environmental mitigation, landscaping, and project development costs.
Numbers may not add due to rounding.

TABLE 4.3 Land Use Actions and Strategies

Proposed Action/Strategy	Responsible Parties
Coordinate ongoing visioning efforts to build consensus on growth issues among local governments and stakeholders	SCAG
Provide incentives and technical assistance to local governments to encourage projects and programs that balance the needs of the region	SCAG
Collaborate with local jurisdictions and agencies to acquire a regional fair share housing allocation that reflects existing and future needs	SCAG, Local Jurisdictions, HCD
Expand Compass Blueprint program to support member cities in the development of bicycle, pedestrian, Safe Routes to Schools, Safe Routes to Transit, and ADA Transition plans.	SCAG, State
Collaborate with the region's public health professionals to enhance how SCAG addresses public health issues in its regional planning, programming, and project development activities.	SCAG, State
Seek partnerships with state, regional and local agencies to acquire funding sources for innovative planning projects	Local Jurisdictions, SCAG, State
Update local zoning codes, General Plans, and other regulatory policies to accelerate adoption of land use strategies included in the RTP/SCS Plan Alternative	Local Jurisdictions
Pursue joint development opportunities to encourage the development of housing and mixed-use projects around existing and planned rail stations or along high-frequency bus corridors, and in transit-oriented development.	Local Jurisdictions, CTCs
Working with local jurisdictions, identify resources that can be used for employing strategies to maintain and assist in the development of affordable housing.	SCAG, Local Jurisdictions
Consider developing healthy community or active design guidelines that promote physical activity and improved health	Local Jurisdictions
Support projects, programs, policies and regulations to protect resources areas, such as natural habitats and farmland, from future development	Local Jurisdictions, SCAG
Create incentives for local jurisdictions and agencies that support land use policies and housing options that achieve the goals of SB 375	State
Continue partnership with regional agencies to increase availability of state funding for integrated land use and transportation projects in the region	State, SCAG
Engage in a strategic planning process to determine the critical components and implementation steps for identifying and addressing open space resources	SCAG
Identify and map regional priority conservation areas for potential inclusion in future plans.	SCAG
Engage with various partners, including CTCs and local agencies, to determine priority conservation areas and develop an implementable plan.	SCAG, CTCs
Develop regional mitigation policies or approaches for the 2016 RTP	SCAG, CTCs

TABLE 4.4 Transportation Network Actions and Strategies

Proposed Action/Strategy	Responsible Parties
Perform and support studies with the goal of identifying innovative transportation strategies that enhance mobility and air quality, and determine practical steps to pursue such strategies.	SCAG, CTCs
Cooperate with stakeholders, particularly county transportation commissions and Caltrans, to prioritize funding sources for preservation and maintenance of the existing transportation network.	SCAG, CTCs, Local Jurisdictions
Encourage the development of new transit modes in our subregions such as BRT, rail, limited-stop service, and point-to-point express services utilizing the HOV and HOT lane networks.	SCAG, CTCs, Local Jurisdictions
Encourage transit providers to increase frequency and span-of-service in TOD/HQTA and along targeted corridors where there is latent demand for transit usage.	SCAG, CTCs
Encourage regional and local transit providers to develop rail interface services at Metrolink, Amtrak and high-speed rail stations.	SCAG, CTCs, Local Jurisdictions
Expand the Toolbox Tuesdays program to include bicycle safety design, pedestrian safety design, ADA design, training on how to use available resources that expand understanding of where collisions are happening, and information on available grant opportunities to improve bicycle and pedestrian safety.	SCAG, State
Prioritize transportation investments to support compact infill development that includes a mix of land uses and housing options, where appropriate, to maximize the benefits for existing communities, especially vulnerable populations, and to minimize any negative impacts.	SCAG, CTCs, Local Jurisdictions
Explore and implement innovative strategies and projects that enhance mobility and air quality, including those that increase the walkability of communities and accessibility to transit via non-auto modes	SCAG, CTC's, Local Jurisdictions
Collaborate with local jurisdictions to plan and develop residential and employment development around current and planned transit stations	SCAG, Local Jurisdictions
Collaborate with local jurisdictions to provide a network of local community circulators that serve new TOD and HQTAs, providing an incentive for residents and employees to make trips on transit	SCAG, CTCs, Local Jurisdictions
Similar to SCAG's partnership with the City of Los Angeles and LACMTA, offer to all County Transportation Commissions a mutually-funded, joint first mile/last mile study for each region.	SCAG, CTCs
Develop first-mile/last-mile strategies on a local level to provide an incentive for making trips by transit, bicycling or walking	CTCs, Local Jurisdictions
Encourage transit fare discounts and local vendor product and service discounts for residents and employees of TOD/HQTAs, or for a jurisdiction's local residents in general who have fare media	Local Jurisdictions
Work with transit properties and local jurisdictions to identify and remove barriers to maintaining on time performance	SCAG, CTCs, Local Jurisdictions
Develop policies and prioritize funding for strategies and projects that enhance mobility and air quality	State
Work with the California High-Speed Rail Authority and local jurisdictions to plan and develop optimal levels of retail, residential and employment development that fully takes advantage of new travel markets and rail travelers.	State
Lobby the state to provide funding for increased transit service in TOD/HQTA in support of reaching SB 375 goals.	SCAG, State
Continue to work with neighboring Metropolitan Planning Organizations to provide alternative modes for interregional travel, including Amtrak and other passenger rail services.	SCAG, State

TABLE 4.5 Transportation Demand Management (TDM) Actions and Strategies

Proposed Action/Strategy	Responsible Parties
Examine major projects and strategies that reduce congestion and emissions, and optimize the productivity and overall performance of the transportation system	SCAG
Develop comprehensive regional active transportation network along with supportive tools and resources that can help jurisdictions plan and prioritize new active transportation projects in their cities	SCAG, CTCs, Local Jurisdictions
Encourage the implementation of a Complete Streets policy	SCAG, CTCs
Support work-based programs that encourage emission reduction strategies	SCAG, Local Jurisdictions
Develop infrastructure plans and educational programs to promote active transportation options	Local Jurisdictions
Encourage the development of telecommuting programs by employers through review and revision of policies that may discourage alternative work options	Local Jurisdictions, CTCs
Emphasize active transportation projects as part of complying with the Complete Streets Act (AB 1358)	State, SCAG, Local Juridictions

TABLE 4.6 Transportation System Management (TSM) Actions and Strategies

Proposed Action/Strategy	Responsible Parties
Work with relevant state and local transportation authorities to increase the efficiency of the existing transportation system	SCAG, Local Jurisdictions, State
Collaborate with local jurisdictions to develop regional policies regarding TSM	SCAG, Local Jurisdictions
Contribute to and utilize regional data sources to ensure efficient integration of the transportation system	SCAG, CTCs
Provide training opportunities for local jurisdictions on TSM strategies, such as Intelligent Transportation Systems (ITS)	SCAG, Local Jurisdictions
Collaborate with local jurisdictions to continually update the ITS inventory	SCAG, Local Jurisdictions
Collaborate with CTCs to regularly update the county and regional ITS architecture	SCAG, CTCs, Local Jurisdictions
Collaborate with the State and Federal Government to examine potential innovative TSM strategies.	SCAG, State

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: **10**

Date: February 1, 2012

Subject: Contract Amendment for Development of the San Bernardino County Transportation Analysis Model (SBTAM)

Recommendation:*

1) Approve Amendment No. 2 to Contract No. C10194 with Parsons Brinckerhoff, Inc., for development of the San Bernardino County Transportation Analysis Model to extend the term until June 30, 2012 and add $10,000 to the contract amount, for a new contract total of $210,000.

2) Approve an amendment to the SANBAG Fiscal Year 2011-2012 budget, increasing Task 0202 $10,000, from $237,561 to $247,561, to be funded with Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds.

Background: Contract C10194 was executed with Parsons Brinckerhoff, Inc., (SANBAG was advised their name was changed from PB Americas, Inc., to Parsons Brinckerhoff, Inc., and the name change is reflected in this Amendment formerly PB Americas, Inc.) in May 2010 for development of SBTAM. SBTAM is designed to provide travel forecasts needed by SANBAG, Caltrans, and local jurisdictions for transportation studies and analyses. The work is being conducted in partnership with the Southern California Association of Governments (SCAG). SCAG is providing and adapting the Subregional Model Development Tool (SMDT) in support of Parson Brinkerhoff's work. The SMDT is designed to facilitate the development of subregional models such as SBTAM in Southern California. The development of SBTAM is the first major application of SCAG's SMDT, and SCAG is relying on the experience of SANBAG and its consultant to

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG	X	CTC		CTA		SAFE		CMA

Check all that apply
BRD1202a-ss
Attachment: C10194-02

identify ways to improve the SMDT for broader regional application. The first major application of SBTAM is in support of the Project Approval/Environmental Documentation (PA/ED) work for the I-10 Corridor Project and the I-15 Project Study Report (PSR).

Amendment Number 1 was a no-cost time extension, which was approved by the SANBAG Board in July 2011. Since that time, the Year 2008 model validation has been completed, and the consultant is building the Year 2035 forecast networks and incorporating the demographic growth forecasts. A decision has been made to incorporate the full SCAG "Plan" network from the 2012 RTP, which will ensure that the model is capable of analyzing all the modes and network features that will be needed for the analysis of high occupancy vehicle (HOV) and high occupancy toll (HOT) lanes. This will result in the best platform for application to other analysis efforts, such as the work for the I-10 Project Approval and Environmental Document and I-15 Project Study Report. This network was not available from SCAG until December 2011. There are some complexities involved in accomplishing this, as the 2012 RTP was modeled in TRANSCAD Version 6, while SBTAM is in TRANSCAD Version 5.

An extension of the term of this Contract is requested through the end of Fiscal Year 2011-2012 (June 30, 2012). The addition of $10,000 to the Contract Scope of Work is also requested, to result in a new total contract amount of $210,000. The addition of the contract funds will allow the consultant to incorporate the SCAG 2012 RTP "Plan" network for 2035 into SBTAM, including network coding and functionality for analyzing HOV and HOT lanes. This effort requires additional coordination with SCAG and its modeling consultant, given the differences in TransCAD software versions between the SCAG regional model and SBTAM. In addition, a budget amendment is requested to add $10,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement Funds to Task 20212000, Transportation Modeling and Forecasting.

Financial Impact: This item will result in the addition of $10,000 to the Contract Scope of Work, resulting in a new total contract amount of $210,000. In addition, a budget amendment is requested to add $10,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement Funds to Task 20212000, Transportation Modeling and Forecasting.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012. The contract amendment has been reviewed by the SANBAG Contracts Manager and by SANBAG Counsel.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1202a-ss
Attachment: C10194-02

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10194 Amendment No. 2

By and Between

San Bernardino Associated Governments and Parsons Brinckerhoff, Inc. (formerly PB Americas, Inc.)

Contract Description Development of the San Bernardino County Transportation Analysis Model (SBTAM)

Board of Director's Meeting Date: February 1, 2012

Overview of BOD Action: Approve Amendment 2 to Contract C10194 and amend the SANBAG FY 2011-2012 budget to add $10,000 in Measure I 1990-2010 Valley TMEE funds to Task 20212000.

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

CONTRACT OVERVIEW

Original Contract Amount	$	200,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	200,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	10,000	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	210,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	210,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/12/2010	2/12/2012	6/30/12

Has the contract term been amended? ☐ No ☒ Yes - please explain.
This is the second amendment. 1st amendment extended the contract termination date to February 12, 2012

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 20212000.
☒ A Budget Amendment is required.
How are we funding current FY? Measure I 1990-2010 Valley TMEE funds

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Revised funding includes $100,000 LTF Planning and $110,000 Measure I 1990-2010 Valley TMEE

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 1/9/12

Task Manager Signature Date

Project Manager Signature 1/9/12 Date

Chief Financial Officer Signature 1/10/12 Date

Contracts Manager Signature 1/17/12 Date

AMENDMENT NO. 2 TO

CONTRACT C10194

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PARSONS BRINCKERHOFF, INC., FORMERLY PB AMERICAS

FOR

DEVELOPMENT OF THE SAN BERNARDINO COUNTY TRANSPORTATION ANALYSIS MODEL (SBTAM)

This AMENDMENT NO. 2 to CONTRACT NO. 10194 is effective on the Effective Date as defined herein, by and between, by and between the San Bernardino Associated Governments (hereafter called SANBAG), and PARSONS BRINCKERHOFF, INC. (hereafter called CONSULTANT).

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. 10194 dated May 12, 2010, to develop the San Bernardino County Transportation Analysis Model (SBTAM); and

WHEREAS, Amendment No. 1 to Contract No. 10194 extended the contract termination date to February 12, 2012; and

WHEREAS, additional time and funds are required to complete the services authorized under this contract; and

WHEREAS, the CONSULTANT advised the AUTHORITY that they have changed their name from PB Americas, Inc., to Parsons Brinckerhoff, Inc., and the name change is reflected in this Amendment; and

WHEREAS, SANBAG and CONSULTANT have agreed to extend the termination date of the contract to provide time to complete the work for SANBAG and to add $5,000 to Task 9 (Future Network Development) and $5,000 to Task 10 (Prepare Future Forecasts) of the Scope of Work;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 10194 as follows:

1. Remove PB Americas, Inc., and replace with Parsons Brinckerhoff Inc., throughout the said Agreement.

2. Amend Article 2, "Performance Schedule", to read:

   "The Period of Performance by CONSULTANT under this Contract shall commence on May 12, 2010, and shall continue in effect for approximately twenty-six months to June 30, 2012, or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG."

3. Amend Article 3.1 under "Contract Price and Cost Principles" to read:

"Total compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed $210,000."

4. Amend Attachment A, Scope of Services for SANBAG Contract C10194 to read:

Task 8. Future (2035) Network Development. Future year networks shall be created that reflect the SCAG Regional Model future network and that have zone systems consistent with the corresponding 2008 subregional models. SANBAG will provide the consultant with any additional network updates for San Bernardino County, and the consultant shall make the changes in the TransCAD network. If SCAG adopts the additional 2040 horizon year for RTP modeling, a separate 2040 network shall also be created, based on input from SANBAG. Additionally, consultant shall incorporate the SCAG 2012 RTP "Plan" network for 2035 into SBTAM, including network coding and functionality for analyzing HOV and HOT lanes.

Task 9. Prepare Future Forecasts. The consultant shall generate a year 2035 forecast for each subregional model, plus a 2040 forecast if that horizon year is also generated by SCAG for the Regional Model. The forecasts shall be based on the future year core SED provided by SANBAG, as expanded to the full SED set by the consultant through the application of the SMDT. SANBAG will provide any necessary supplemental information on school enrollment by zone. SANBAG, SCAG, and Caltrans will review the results of the forecast for reasonableness and provide feedback to the consultant. Modifications of the forecasts may be required based on this review. The forecasts shall include passenger cars/light duty vehicles (HOV and SOV) and trucks. Additionally, a 2035 model run shall be prepared that includes the incorporation of the HOV and HOT lane features referenced in Task 8.

5. The Effective Date is the date that the AUTHORITY executes this Amendment No. 2.

6. Except as amended by this Amendment No. 2, all other provisions of Contract No. 10194 shall remain in full force and effect.

7. The balance of said Agreement remains unchanged.

IN WITNESS WHEREOF, the authorized parties have signed on the following page:

PARSONS BRINCKERHOFF, INC.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Larry McCallon, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____

Penny Alexander-Kelley
SANBAG 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: 11

Date: February 1, 2012

Subject: Jurisdiction Master Agreement

*Recommendation:** 1. Approve Jurisdiction Master Agreement C12012 with the City of Chino; and
2. Terminate Fiscal Year 2010/2011 Jurisdiction Master Agreement C10242 with the City of Chino.

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.

The attached Jurisdiction Master Agreement for the City of Chino (C12012) was 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.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1202a-jw
Attachments: C12012; BRD1202a1-jw

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 City of Chino. 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 Jurisdiction Master Agreement C12012 for the City of Chino. Approval is also requested to terminate Fiscal Year 2010/2011 Jurisdiction Master Agreement for the City of Chino (C10242).

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 January 18, 2012. The Jurisdiction Master Agreement has been reviewed by SANBAG Counsel and SANBAG Contracts Manager, and has been approved by the City of Chino Council.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1202a-jw
Attachments: C12012; BRD1202a1-jw

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C C12012 Amendment No. _____

By and Between

City of Chino and San Bernardino County Transportation Authority

Contract Description Jurisdiction Master Agreement

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve Jurisdiction Master Agreement C12012 with City of Chino.

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**	$	N/A
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	N/A

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/1/2012	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 — Date 12/21/11

Project Manager Signature — Date 12/16/11

Chief Financial Officer Signature — Date 1/31/12

Contracts Manager Signature — Date 2/23/11

Orig: City Clerk
Orig: Public Works

CITY 2012-138
Approved 12/6/11 #4

JURISDICTION MASTER AGREEMENT NO. C12012
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

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 Chino (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 CHINO

By: _____
Patrick J. Glover
City Manager

Date: 12.7.11

APPROVED AS TO FORM:

By: _____
SANBAG Counsel

Date: 12/21/11

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

Date: 10/16/11

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

ATTEST:

By: _____
City Clerk, City of Chino

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 Cucamong	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

City	Project	CPNA Measure I Need by FY ($1,000)		
		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 - Foothill 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

City	Project	CPNA Measure I Need by FY ($1,000)		
		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**	**$ 380**	**$ 380**

BRD1202a1-jw

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: 12

Date: February 1, 2012

Subject: SANBAG 2012 State and Federal Legislative Platforms

Recommendation:* Approve the 2012 State and Federal Legislative Platforms.

Background: The purpose of this item is to present the proposed SANBAG State and Federal Legislative Platforms to the Board for its annual review of legislative priorities. The platforms allow staff, Board members, and contract lobbyists to take positions on proposed legislation and regulations. The platforms are intended to be somewhat broad because it is not possible to anticipate every legislative issue that will arise.

SANBAG has adopted annual legislative platforms that outline the policy priorities and lobbying initiatives that the Board will undertake. This approach is continued by this item, midway through the current two-year legislative cycle. Staff anticipates returning next year with proposed two-year platforms that conform to the State and Federal Legislative cycle.

SANBAG's State Legislative Platform is focused on protecting funding for transportation, familiarizing Sacramento on priority projects of regional importance, and being a strong voice for community issues. Please see Attachment #1 for a full description of SANBAG's State Legislative Platform.

*

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.
BRD1202a-eh
Attachments: BRD1202a1-eh; BRD1202a2-eh

SANBAG's Federal Legislative Platform provides Board direction to work with our Congressional delegation and the Administration to increase current funding levels for transportation programs, and flexibility in the use of transportation revenue. Please see Attachment #2 for a full description of SANBAG's Federal Legislative Platform.

The Administrative Committee requested minor modifications to the platforms. Specifically:

- The City of Barstow was included under goods movement.
- The Mojave Desert Air Quality Management District was added under air quality.
- Additional electrical infrastructure was included under energy.
- The High Desert Corridor Joint Powers Authority was added under coalitions.

These modifications have been incorporated into the platforms and are bolded in Attachments #1 and #2.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item was unanimously recommended, as amended, for approval by the Administrative Committee on January 11, 2012.

Responsible Staff: Eric Haley, Interim Director of Legislative Affairs

BRD1202a-eh
Attachments:BRD1202a1-eh; BRD1202a2-eh

SANBAG 2012 State Legislative Platform

Funding

SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County; and request that the State honor all of its previous commitments without imposing unfunded mandates:

- Support priority funding for projects supported by voter-approved transportation local sales tax measures.
- Oppose the diversion of transportation revenues for non-transportation purposes.
- Support actions that ensure the ability of the state to sell transportation infrastructure bonds.
- Support budget and California Transportation Commission (CTC) allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program (STIP), State Highway Operation and Protection Program (SHOPP), bond programs, and the Measure I Expenditure Plan.
- Support continued regional decision making governing the use of all current funding sources.
- Oppose legislative or regulatory actions that rely on regional transportation agencies to sponsor ballot measures to raise revenue for transportation or planning purposes.
- Oppose legislative or regulatory actions that require the payment of interest on State General Obligation (GO) bonds out of the State Highway Account.
- Obtain a fair share for San Bernardino County of any state discretionary funding made available through transportation grants or programs.
- Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- Develop Board policy on the revenue package to fund the fiscally constrained Regional Transportation Plan (RTP).
- Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, demand management and air quality programs which relieve congestion, improve air quality and enhance economic development.

Goods Movement

- Support legislation that reduces freight-related impacts to San Bernardino County, including disparate impacts to disadvantaged communities (e.g. grade separations and clean fuel or Tier IV locomotives).
- Monitor any state container fee legislation to ensure:
  - San Bernardino County goods movement projects are funded; and
  - San Pedro Bay Ports are not placed at a competitive disadvantage that would harm the overall Southern California economy.
- Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County.
- Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. **Barstow**/Needles).
- Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.

Self-Help Counties

SANBAG will speak with one voice with the 18 other "self-help" counties in California:

- Support protection of the statutory 1.5 percent of revenue cap on administrative fees levied by the Board of Equalization (BOE) for the collection and administration of county transportation sales tax measures.
- Support legislation that will incentivize counties without a voter approved tax measure for transportation to become "self-help" counties.
- Seek state preference of projects that ensure state funding equity for self-help counties, thus ending the indirect subsidization of the thirty-nine non self-help counties.

Project Delivery, Finance, Innovation & Maintenance

SANBAG will advocate that innovative financing opportunities remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, and provide mobility options for the traveling public:

- Support state policies that assure timely allocation of transportation revenue, including allocations of new funds available to the STIP and SHOPP major rehabilitation projects as soon as they are available.
- Encourage the consideration of P3s in the development of transportation improvements.

SANBAG will work to ensure that existing innovative project delivery tools are available and effective:

- Support measures that expand the use of design-build and public-private partnerships (P3s).
- Support continued delegation to Caltrans of National Environmental Policy Act (NEPA) oversight.

SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination:

- Support legislation and/or administrative reforms to enhance Caltrans project delivery, including contracting out of appropriate activities to the private sector.

In addition, SANBAG will:

- Support current program funding for Freeway Service Patrol (FSP), ride-sharing and call boxes, consistent with the level of growth and utilization.
- Support equitable funding and resources for San Bernardino County freeway landscaping and maintenance.
- Encourage an approach to livability and sustainability programs that meets the needs of existing and future citizens of San Bernardino County.

Energy & Alternative Fuels

SANBAG will support incentives to transition to alternative fuels and electric vehicles (EVs) that will clean our air and reduce our dependency on foreign oil:

- Support tax benefits and incentives that encourage use of clean alternative fuel vehicles.
- Support cost effective conversion and replacement of public transit fleets to alternative fuels and EVs.

BRD1202a1-eh

- Support, and as appropriate, participate in programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- Support Property Assessed Clean Energy (PACE) financing.
- **Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.**

Transit & Commuter Rail

SANBAG will advocate that transit be funded as a vital service that improves mobility and helps meet federal and state mandates:

- Support equitable distribution of the funding for bus and rail services in California.

SANBAG will advocate for a safe, funded, and growing rail system in Southern California:

- Support state funding for Positive Train Control (PTC).
- Increase state funding and recognize Metrolink's high ridership from inland counties.
- Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations.

High-Speed Rail

SANBAG will advocate for high speed, and higher speed rail investment in San Bernardino County and connectivity with local and regional transit:

- Assure a SANBAG role in the planning for High-Speed Rail (HSR) and advocate for the full evaluation of a I-215/HSR route that serves San Bernardino County.
- Advocate priority for the L.A.-San Diego via the Inland Empire HSR route.
- Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for HSR.

Air Quality

- Continue to support the independence of the Mobile Source Air Pollution Reduction Review Committee (MSRC), and the protection of AB 2766.
- Oppose legislative action that would reduce SANBAG's discretion to allocate Congestion Mitigation and Air Quality (CMAQ) funds, or the existing allocation of such funds.
- Support partnership with the South Coast Air Quality Management District (SCAQMD), and the **Mojave Desert Air Quality Management District (MDAQMD)**, when possible, and advocate to protect the health of residents in San Bernardino County.

Coalitions

Gain support for SANBAG's program through participation in the Southern California Consensus Group, Mobility 21, California Councils of Governments (CALCOG) in addition to the Self-Help Counties Coalition, the Southern California Regional Rail Authority, Southern California National Freight Gateway Collaboration, and the **High Desert Corridor Joint Powers Authority.**

BRD1202a1-eh

SANBAG 2012 Federal Legislative Platform

Funding

SANBAG will seek:

- The highest level of federal formula transportation dollars to California and San Bernardino County.

SANBAG will support funding priorities including, but not limited to:

- Federal investment in interstate highways, transit, intercity, commuter, and High-Speed Rail (HSR);
- Goods movement projects with public benefits focusing on community impacts and the environment;
- Intelligent Transportation System (ITS) and new technologies that maximize the productivity of existing infrastructure;
- The safe development and operation of all transportation modes in San Bernardino County; and
- Airport ground access and other airport development needs in San Bernardino County;

SANBAG will advocate for the protection of current transportation revenues and the development of new proposals for increased and accelerated national investment in infrastructure:

- Support regional consensus building efforts for potential new funding strategies for transportation, including strategies modeled on California State Local Partnership Program (SLPP).
- Oppose efforts to eliminate or erode contract authority for the Highway Trust Fund and support efforts to maintain the principle that transportation-based revenue should be reserved only for transportation purposes.
- Support the Transportation Infrastructure Finance and Innovation Act (TIFIA) program which provides Federal credit assistance in the form of direct loans, loan guarantees, and standby lines of credit to finance highway projects of national and regional significance.
- Support Build America Bonds program to help states and localities pursue needed capital projects which build infrastructure.
- Advocate that Los Angeles' 30-10 America Fast Forward program apply to all Self-Help counties and all modes of transportation.

Goods Movement

- SANBAG will advocate for federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premire containerized freight gateway.
- Support specialized funding for goods movement projects of national significance that are beyond the funding ability of local and state transportation programs and budgets (e.g. dedicated exclusive clean truck lanes).
- Advocate that any federal goods movement program is funded at a level that is commensurate with national needs, recognizing the economic significance of the national freight system.

- Ensure that revenues generated by any fee that is levied on freight would be specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight, and a clear causal relationship should exist between the freight system on which fees are levied and the impacts to be mitigated.
- Ensure that revenue collected on freight be administered in partnership with local and regional elected officials and entities impacted by freight movement. San Bernardino County should be included in any governance structure dealing with revenue collected from freight moved through San Bernardino County.
- Support development of a national/regional freight movement plan with clearly defined ports, corridors, and inland improvement needs to provide for timely, reliable freight transport, timely implementation of freight-related strategies needed for attainment of federal health-based air quality standards, and mitigation of freight-related impacts to communities.
- Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms.
- Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. **Barstow**/Needles).
- Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.

Project Delivery & Innovation

SANBAG will advocate for reforms that will accelerate project procurement and promote flexibility and innovation in financing, while respecting local control:

- Support the use of design-build project delivery that will save time and/or money compared to traditional design-bid-build.
- Support the streamlining of federal reporting/monitoring requirements.
- Support regional transportation entities, such as SANBAG, to reduce congestion and maximize transportation investments through implementing pricing measures on federal-aid highways.
- Support local options to privatize various aspects of transportation that would maximize available federal funding (e.g. P3s).
- Support continued delegation to Caltrans of National Environmental Policy Act (NEPA) oversight.

Energy

- Support legislation and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County.
- Support the creation of other incentives to develop renewable energy industries in San Bernardino County.
- Advocate that any federal revenue generated from taxes or fees on energy products used for transportation are utilized for transportation purposes.
- **Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.**

Transit & Commuter Rail

SANBAG will advocate for policies that keep our rail systems safe and increase federal investment in commuter rail services:

- Support federal funding of Positive Train Control (PTC) and rail safety programs.
- Support the streamlining of New Starts alternative analysis requirements for those transit projects in an existing agency owned rail right-of-way.
- Advocate that the appropriate local or regional entity, such as SANBAG, be partners in on-going federal policy discussions to alter the liability cap for commuter rail accidents.
- Support legislation to change and/or exempt level boarding access requirements for existing commuter rail systems.

High Speed Rail

- Encourage the federal government to establish a stable, dedicated source of funding for higher-speed commuter rail and transit.
- Support policies that recognize the importance and fund commuter rail and transit connectivity to HSR.

Air Quality

SANBAG will vigorously protect funding sources for congestion relief and pollution reduction related to the transportation sector, while asking the federal government to do its part:

- Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
- Support tax benefits and/or incentives for transportation demand management programs and alternative fuel programs to promote the use of clean alternate modes of transportation.
- Ensure that federal goods movement legislation considers and underscores federal responsibilities for facilitation of international trade and interstate commerce, and regulation of interstate commerce in ways consistent with attainment of federal air quality standards and the intent of the National Environmental Policy Act (NEPA).
- Support efforts to increase the amount and proportion of CMAQ funds received by SANBAG and the South Coast and Mojave Desert Air Basins.
- Assure that CMAQ funding continues to be allocated directly to transportation commissions, such as SANBAG.
- Encourage livability and sustainability programs that meet the needs of existing and future citizens of San Bernardino County.

Coalitions

SANBAG will continue to join forces with allies in the region and across the nation in support of common objectives in Washington:

- Support the unity of the Southern California Consensus Group.
- Gain support for SANBAG's program through participation in the Coalition for America's Gateways and Trade Corridors (CAGTC), Mobility 21 on a national freight system, and the **High Desert Corridor Joint Powers Authority.**

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: **13**

Date: February 1, 2012

Subject: Request for Proposal (RFP) for Professional Services to Form and Implement a Property Assessed Clean Energy (PACE) Program

Recommendation:* Authorize and approve release of RFP 12-141 for professional services to assist in the formation and implementation of financing mechanisms for a Property Assessed Clean Energy (PACE) program in San Bernardino County.

Background: On November 2, 2011, the SANBAG Board of Directors directed staff to structure a regional energy efficiency and water conservation improvement loan program, as defined by Assembly Bill (AB) 811 and AB 474, and commonly referred to as a PACE Program.

When AB 811 and AB 474 were passed in 2008 and 2009, the intent was to find ways to improve the energy and water efficiency of existing homes and businesses by providing loans to property owners that would be paid back over time through property assessments. This would provide an incentive for property owners to make improvements to their properties to reduce energy and water use, reduce utility costs, reduce greenhouse gas emissions and put contractors to work. For the past three years, Western Riverside Council of Governments (WRCOG) have been preparing to

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1202a-dab

launch a PACE program. Their efforts have led to private investors committing $325 million for their program.

How does a PACE program work?
A jurisdiction and an interested property owner enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. The jurisdiction loans the property owner the funds for the improvement. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. The term of the loan can be from 5 to 20 years.

The jurisdiction gets the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners

The PACE program can serve as a conduit to get millions of dollars in private investment circulating in the local economy. The program can help residential property owners lower their energy bills. The program can help commercial property owners and businesses lower their energy and water costs which could help make them more competitive. This private investment can help create jobs for contractors, installers, and suppliers of the materials used for these improvements. All of this economic benefit also directly benefits our environment by reducing greenhouse gas emissions, delaying construction of new power plants, helping the common goal of energy security, and conserving one of California's most precious resources – water.

Why a regional PACE program makes sense.
Any individual agency can implement a PACE program. However, there are some real advantages to taking a regional approach. This approach allows agencies large and small to participate. This is a real benefit to smaller agencies that may not have the staff or volume of interested property owners to make sense for a stand-alone program. This approach provides for a uniform application process for property owners regardless of what community they are in. This also allows for the program to be marketed on a regional basis which is more cost effective and reaches more people. A regional program is able to attract more private capital because the larger market means larger investment opportunity.

How would a SANBAG PACE program be structured?
SANBAG would issue a Request for Proposal (RFP) for firms that could provide a turnkey program from structuring and securing investment to developing program manuals, applications and providing application processing (see Attachment "A" Scope of Services). SANBAG would

solicit all of its member agencies for interest in opting in to the program. SANBAG would also seek technical assistance from some of those agencies to serve on the panel to review and select the firm that will assist in the formation and operation of the program.

One of the key elements of the RFP would be that firms would be contracting with SANBAG "at risk". This means that SANBAG would not pay for the services up front. Instead, the successful firm would agree to be paid once the program is operating.

After agencies have decided to opt in or not, a district would be formed encompassing the agencies that have opted in. The property owners in the district would be eligible to participate in the program. Final legal documents would be prepared and reviewed encompassing the financial arrangements between the investors and the district, the arrangements between property owners and the district and finally any necessary resolutions that need to be adopted. As these documents are prepared, they will be brought before SANBAG policy committees and the SANBAG Board of Directors for review and approval.

Issues with PACE Programs and the Federal Housing Finance Administration (FHFA).

It should be noted that at this time the PACE program can't be applied to property owners that have conforming loans on their property. These are residential loans backed by Fannie Mae or Freddie Mac. In 2010, FHFA issued a statement in which it concluded that the PACE program was not a "traditional tax assessment" and took a series of steps that will prevent PACE assessments from being considered senior to mortgage obligations, as other municipal assessments are treated. There is current federal legislation and pending court cases to resolve this issue. However, this does not affect the ability of PACE assessments being used with commercial properties, properties already paid off, or properties with conventional mortgages.

This is the course of action that WRCOG has taken. They have started their program and are applying it where they can and excluding properties with conforming loans.

SANBAG staff recommends following a similar course of action because there are great benefits to be had while issues are being worked out with FHFA. If we structure a program in this fashion, there is little risk to SANBAG and we have the flexibility to modify the program and include property owners with conforming loans once the issues with FHFA have been resolved legislatively or through the courts. In the meantime,

commercial property owners and residential property owners without conforming loans can benefit from the program, reduce utility costs, reduce greenhouse gas, and employ local contractors and installers to carry out the work.

Financial Impact: This item will not have a negative impact on the adopted SANBAG budget. Any staff time expended is budgeted under Task 49012000 (Council of Governments – New Initiatives).

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012.

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

BRD1202a-dab

ATTACHMENT A

"SCOPE OF SERVICES"

The Consultant shall provide the following Professional Services:

FINANCIAL ADVISORY SERVICES FOR PROGRAM

- Develop a financing plan for the Program
- Make recommendations as to changes to the Program
- Recommend a method of bond sale which will result in the lowest borrowing cost for the Program
- Secure, review and evaluate funding sources and related criteria for the provision of funding for the Program
- Provide cash flow analysis and other related schedules for Program
- Perform functions to facilitate the marketing, placement and sale of Program bonds, including review of all funding agent and/or bond purchase or placement agreements for compliance and conformity with Program goals and guidelines
- Assist in the evaluation of all other consultants, including legal counsel, for the Program, including the review of such engagement agreements
- Assist in the development and preparation of bond sale documents
- Assist in the sale and closing of any bond issue for the Program
- Advise SANBAG as to the timing and terms of the bond sale including interest rate
- Attend finance team and Board meetings as needed.
- Advise SANBAG on financing alternatives, cash flow analysis, and market conditions

PROGRAM MANAGER SERVICES FOR PROGRAM

<u>General</u>

- Team Strategy - Assist, as necessary, with the establishment and implementation of financing mechanisms for the Program, including attendance at meetings to discuss the proposed approach, responsibilities, and timeline for forming or modifying the District.
- District Formation Documents – Assist SANBAG in forming a Contractual Assessment District (the "District"); create all necessary legal documents and resolutions required for formation; assist with any modifications required to streamline or facilitate financing, including review of legal and engineering documents circulated in connection with the Program and the preparation of timelines
- Other Consultants - Assist in obtaining consultants to assist with Program administration and Program financing; including, but not limited to: origination platform for Program administration, assessment administrator, trustee, and renewable energy/verified energy emission reduction credit broker(s).
- Participating Members - Assist with participating political subdivisions.

- Future Participation Procedures - Work with SANBAG to develop a streamlined process for future political subdivisions' participation in the Program, as may be applicable in the future.
- Application Review - In collaboration with Program Administrator(s), for each application, monitor review of the application and verifying data. Upon final approval of application, calculate the assessments and provide a repayment schedule for each Assessor's Parcel.
- Processing – In collaboration with Program Administrator(s), prepare standardized sequence of events and responsibilities related to each Contractual Assessment, including, but not limited to, petition filing, public noticing, recording of documents.
- Monitor and Coordinate Program Administration - Monitor and coordinate all components of the Program related to the development and ongoing management of the funding components as set forth in Attachment A-1.

Annual Administration

- Data Management – Review of updated automated parcel database to include all parcels within the Program. Data items will include Assessor Parcel Number and assessment amount.
- Financial Analysis – Verify Assessment Administrator's annual repayment amount calculation for each parcel within the District. Assist the Assessment Administrator with determination of the annual administrative costs to be added to the annual assessment. Report Review - Review of the Annual Assessment Report containing the findings of the financial analysis for the Program assessments.
- Monitoring of Submittal of Assessments to County Auditor – Monitor the submittal by the Assessment Administrator of assessments for the Program each year to the County for inclusion on the consolidated property tax bills.
- Other Tasks - Monitor Assessment Administrator's tracking of payments of assessment installments, preparation of delinquency reports, preparation and mailing of delinquency notices, and provision of administrative data. Provide appropriate administrative data to bondholders upon request, and responding to property owner inquiries.
- SANBAG Annual Report – Work with SANBAG staff to identify relevant Program components for reporting and public relations purposes. Provide annual report of annual Program results for submission to SANBAG Board of Directors. Support SANBAG efforts to utilize data for solicitation of additional local governments' participation in the Program.

EXTRA WORK

- Monitor Additional Revenue Generating Incentive Opportunities – Assist SANBAG in identifying, aggregating, certifying and monetization of additional revenue generating incentives related to environmental benefits, ie, Verified Emission Reduction Credits (VERs), Renewable Energy Credits (RECs), and others as appropriate.
- Grants – Assist in identifying other sources of grant funds for the Program.

ATTACHMENT A-1
COMPONENTS OF PROGRAM

Components of the Program are set forth below:

Program Design
Design tasks relating to establishment of the Program origination and administrative platform that will allow for the financing of projects through the Program. Services include, but not limited to, review of district formation and financing structure provisions. Create the Program documents and provide advice thereon. SANBAG will approve progress throughout the design phase. Additionally, SANBAG will be responsible for approving any additional resolutions necessary for the Program. SANBAG's participating members may wish to amend their building permitting policies to expedite processing and/or lower permitting costs for Program participants.

Program Marketing and Customer Support
Create a Program website. Provide training and materials for educational contractor, manufacturer and consumer meetings. Support SANBAG staff training to facilitate outreach meetings. Meet directly with large commercial property owners to discuss costs/benefits of Program participation.

Program Administration
Establish website capacity to receive, process, and approve assessment funding applications. Establish process by which approved applications complete recording of Contractual Assessment and approve project for release of funding.

Program Financing
Manage all Program financing components. This includes all tasks and documentation to record property assessments, issue a bond, underwrite the bond, and complete the necessary bond documentation, excluding any legal services. This also includes review of Funding Agents' performance and competitiveness to other funding alternatives. Upon direction of SANBAG, Program Manager will solicit and compare additional Funding Agents as may be desired by SANBAG.

Program Support
Provide customer support through a call center and the website to all Program participants and contractors. Provide SANBAG with annual Program reports and will also provide SANBAG with ad hoc reports, as requested. The Consultant will also be available to attend key committee and council meetings, as needed. The County will be responsible for distributing semi-annual property tax bills and remitting collected assessment funds to the bond trustee.

Customer Support Plan
Develop processes for responding to and properly addressing complaints, inquiries and requests made by the Program applicants and participants at all stages of the Program. Provide contractors, manufacturers, and consumers:

- Online access to general Program information, Program marketing materials, documents and forms, a list of frequently asked questions for both property owners and contractors, and other resources;
- Information related to Program eligible projects and materials;
- Online registration tool for contractors;
- An online application with online status updates for registered applicants and participants.

Customer Support Representatives
Training of on-site representative(s) at SANBAG offices to assist prospective participants with information and Program materials, answer questions, direct prospective participants to the online application and website, and assist with completing the online application.

Self-Service Customer Support
Assist property owners and contractors with easy to understand and thorough information, marketing materials, including detailed and transparent FAQs and Program Guidelines.

Application Components and Process
Provide all services related to accepting, processing and approving applications and the related financing, including assessment origination, recordation of the assessment lien, and funding the assessment payments.

Program Scoping
Provide information to prospective contractors, manufacturers, and property owners regarding eligible projects. Support efforts to expand SANBAG Program to additional local jurisdictions.

Direct Marketing
For large commercial property owners, meet directly with potential Program participating property owners to explain Program and projects costs/benefits.

Program Sustainability
Provide initial and ongoing analysis to assist SANBAG in determining availability of funding for its operations from Program operations along with costs/benefits of program expansion.

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: 14

Date: February 1, 2012

Subject: Request for Proposal (RFP) for Joint Solar Power Purchase Program and Site Assessments

Recommendation:* Authorize and approve the release of RFP 12-142 for professional services to provide solar power site assessments, economic feasibility and financing analysis of candidate solar power sites.

Background: On November 2, 2011 the SANBAG Board of Directors directed staff to structure a regional collaborative solar power procurement program. This direction came as a result of efforts by a number of member agencies to install solar photovoltaic cells at their facilities. These efforts are being done to help agencies set a "green" example, lower greenhouse gas emissions, and reduce energy costs. There is an opportunity for our member agencies to collaborate in these efforts and thereby create an opportunity to reduce energy costs even further and create a way for the up-front capital costs to be covered so as not to impact an agency's budget.

This RFP will solicit firms to provide technical expertise (see Scope of Services Attachment A) in evaluating potential solar sites and structuring solar power purchase deals. SANBAG would pay for this first phase that would include reaching out to public agencies to educate them on the program, compiling a list of potential solar sites, and completing an initial evaluation of these sites to create a list of candidate sites that could benefit.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1202b-dab

After this initial evaluation, agencies that wanted to continue to develop solar sites would contribute an amount for each site to fund the second phase. The amount per site would depend on how many total sites are identified. The total cost of the second phase is projected to be approximately $150,000. The second phase would include a much more detailed evaluation of each site's suitability for a solar installation, an evaluation of the appropriate type of installation, bundling the sites into appropriate groups, identifying possible partners and then bidding the bundled solar sites and structuring the purchase agreements.

Staff recommends proceeding with this program as a possible way that our governments working together can accrue benefits that could not be achieved separately.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 budget for Task 49012000 (Council of Governments – New Initiatives). A total of $64,437 was included in the budget for projects identified by the Board of Directors. It is recommended that $30,000 be allocated from this Task for the first phase of this project.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on January 18, 2012.

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

Attachment "A"

Scope of Services

The Contractor shall provide the following Professional Services:

PHASE I

1) Assist SANBAG in conducting two workshops to educate agencies about applicable financing, project types, technologies and procurement process.

2) Assist in developing a questionnaire to be used by agencies to identify potential solar power sites.

3) Evaluate all potential solar power sites for feasibility. The evaluation should include a map of the solar intensity within the parcel boundary of each potential solar installation based on an on-site visit, as well as an analysis of the operational, facility, geological, and environmental challenges specific to that site that may require further detailed assessment or that may limit the range of options for solar electricity generation.

4) Conduct an initial economic and financing analysis of each feasible site and all likely sites in aggregate. The analysis should include:
   a) The economic feasibility of each solar installation with realistic project costing forecasts.
   b) Potential financing mechanisms including at a minimum:
      i) Direct purchase
      ii) Lease
      iii) Debt financing
      iv) Power Purchase Agreement (PPA) financing
   c) Available state and federal rebate/incentive programs.
   d) Applicable electricity rate schedules.
   e) Allowances for any potential changes to rebate/incentive structures that may occur before installation.

5) Prepare an initial report that can be used by SANBAG and other agencies to make decisions about whether to proceed with further analysis and procurement.

PHASE II

1) Prepare a final report for each site ultimately selected for further analysis and procurement by agencies at conclusion of Phase I that includes the following:
   a) Total generation potential, given available space.
   b) Anticipated electrical and/or natural gas savings.
   c) Potential CO_2 reductions.
   d) Minimum and maximum recommended installation capacity.

e) Comparison of actual electricity consumption at the site to the optimized system size and output.
f) Minimum and maximum recommended installation capacity, given expected energy usage.
g) Any suggested tree trimming/removal for recommended capacities.
h) Anticipated site specific challenges – especially potential CEQA concerns.
i) Electrical and structural analysis to determine feasibility of connecting solar system to the building's electrical system, as well as whether or not the building's rooftop is structurally adequate to support the projected load in compliance with the Uniform Building Code.
j) Compare the expected system output with the actual electricity consumption at the site to optimize system size for electricity generation, this should include a time of use load profile for the facility.
k) Provide recommendations on any necessary upgrades to electrical transfer switches or other infrastructure needed for interconnection.

2) Assist SANBAG in drafting RFP conditions, system designs and specifications.
3) Assist SANBAG in drafting other procurement documents and agreements for use by each agency.
4) Provide technical expertise throughout the procurement and assist in responding to vendor inquiries.
5) Assist SANBAG in evaluating proposals by providing technical analysis on technology, price and performance.
6) Assist with contract negotiations with vendor and assist with contract terms.

Provide project management services for solar power installations including coordination between vendor and agency and contract compliance.

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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: February 1, 2012

Subject: Interstate 10 (I-10) Tippecanoe Interchange Construction Cooperative Agreement

Recommendation:* Approve Cooperative Agreement No. C12183 with the State of California Department of Transportation District 8 (Caltrans) for construction of the Phase 1 I-10 Tippecanoe Avenue Interchange Improvement project.

Background: **This is a new Cooperative Agreement.** Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of locally sponsored projects. The subject construction cooperative agreement defines the roles and responsibilities between SANBAG and Caltrans as related to construction of Interstate 10 Tippecanoe Avenue Interchange Project located in the Cities of Loma Linda and San Bernardino.

In November 2008, the SANBAG Board of Directors approved Contract C09092 with RMC, Inc. (RMC) for professional services to complete the preliminary design and environmental studies for the I-10 Tippecanoe Avenue Interchange Project. In October 2009, SANBAG approved Amendment No. 1 to Contract C09092 with RMC to include professional engineering services for delivery of the Plans, Specifications and Estimates (PS&E) phase of project development for the project. RMC was subsequently acquired by another firm and now does business under the name Transystems, Inc. (Transystems).

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD 1202a-bf
Attachment: C12183

In July 2011, SANBAG Board approved a strategy to expedite delivery of the Tippecanoe Interchange project by separating the PS&E package into two construction contracts that would be Advertised, Awarded, and Administered (AAA) by SANBAG in two phases. Phase one construction project is all within existing right-of-way which has the benefit of allowing this phase to proceed to construction 10 months, delivering some congestion relieve early, and takes advantage of the current low bid environment. Splitting the project was originally conceived to pursue $10 million in Corridor Mobility Improvement Account (CMIA) funds. Despite the unsuccessful nomination of the Tippecanoe Interchange Phase 1 project for CMIA funding, it was listed as an eligible project in the event that additional CMIA capacity becomes available. Caltrans has approved this change and is assisting SANBAG in the early delivery of the project.

On August 3, 2011 SANBAG approved Amendment No. 2 to C09092 with Transystems to separate the PS&E into two phases. The final Phase 1 PS&E package is expected to be approved by Caltrans in mid-January 2012 and construction is expected to begin in July 2012.

The parties now endeavor to enter into a cooperative agreement to address Phase 1 construction of the I-10 Tippecanoe Avenue Interchange Improvement Project. The subject agreement defines the roles and responsibilities of the signatory agencies in funding and administering construction of the project. SANBAG will take the lead in advertising, awarding and administering construction of the project. SANBAG is also responsible for all construction capital and support costs.

The estimated cost of constructing and administering the Phase 1 project is $18.6 million. SANBAG will contribute $15,549,000 in Surface Transportation Program Funds - local (STPL) and will advertise, open bids, award, approve, and administer the construction contract. The Cities of San Bernardino and Loma Linda will contribute local matching funds in the amount of $3,052,000. The proposed funding plan is included in the "Funding Summary" attachment of the agreement. Staff recommends the approval of Construction Cooperative Agreement C12183.

Financial Impact: The recommendation is consistent with the adopted 2011/2012 Fiscal Year Budget for Task No. 84212000.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202a-bf
Attachment: C12183

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12183 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and State of California DOT (Caltrans)

Contract Description Construction Coop Agreement for Phase 1 I-10/Tippecanoe Avenue Interchange

Board of Director's Meeting Date: February 1, 2012

Overview of BOD Action: Approve Cooperative Agreement No. C12183 with the State of California Department of Transportation District 8 (Caltrans) for construction of the Phase 1 Interstate 10 (I-10) Tippecanoe Avenue Interchange Improvement project.

Is this a 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**
2/1/2012	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. 0842.

☐ A Budget Amendment is required.

How are we funding current FY? This is a zero dollar coop agreement. Funds will be committed on future professional services and construction contracts associated with this cooperative agreement.

☐ 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

mm 1/12/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	01-5-12 Date	Project Manager Signature	01.5.12 Date
Chief Financial Officer Signature	1/18/12 Date	Contracts Manager Signature	1/17/12 Date

08-SBD-10-25.5/26.7
EA: 44811
Federal Funds
District Agreement 08-1529
Project No. 0800020451

CONSTRUCTION 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 Associated Governments, a political subdivision of the State of California, 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 complete the construction of the eastbound auxiliary lane, eastbound off-ramp and widening of Timoteo Bridge (phase 1) on Interstate 10 (I-10) in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue.

   For the purpose of this agreement, construction of the eastbound auxiliary lane, eastbound off-ramp and widening of Timoteo Bridge (phase 1) on I-10 in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction PROJECT will be referred to as OBLIGATIONS.

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

4. Prior to this agreement, SANBAG developed PA&ED and PS&E under the Cooperative Agreement/Amendments 8-1229. CALTRANS developed the R/W under the Cooperative Agreement/Amendments 8-1459.

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. SANBAG is IMPLEMENTING AGENCY for CONSTRUCTION.

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. The District's Construction Division, with input from their Structures Division, must approve the QMP before the encroachment permit for construction is issued.

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. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.

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 draft 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 within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM

MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

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

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

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

32. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.

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

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

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

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

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

38. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

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

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

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

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

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

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

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

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

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

42. PARTNERS will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

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

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

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

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

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

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

48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if federal funds are used), and the PROJECT encroachment permits.

49. If the Resident Engineer is not also a registered Landscape Architect, SANBAG will furnish, at SANBAG's expense and subject to approval of CALTRANS' Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built plans (hard copy and electronic formats) in accordance with CALTRANS then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey that have been filed in the County Surveyor's Office. SANBAG shall also submit corrected full-sized hardcopy structure plans.

Scope: Environmental Permits, Approvals and Agreements

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

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
401 RWQCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
NPDES SWRCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
1602 DFG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG

Scope: CONSTRUCTION

52. SANBAG will advertise, open bids, award approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

SANBAG will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, SANBAG also accepts responsibility to administer the construction contract.

PARTNERS agree that SANBAG is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. SANBAG will provide a RESIDENT ENGINEER licensed to practice Civil Engineering in the State of California and construction support staff that are independent of the design engineering company and construction contractor.

54. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual prior to implementing the CCO.

55. IMPLEMENTING AGENCY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.

56. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.

57. SANBAG will require the construction contractor to furnish payment and performance bonds naming SANBAG as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

58. SANBAG will prepare a QMP for WBS activity 5.270.35.20 (Source Inspection), and will submit it to CALTRANS for review and approval.

After SANBAG submits the proper permit application and CALTRANS approves the QMP, CALTRANS will issue the encroachment permit(s) for the construction contract.

59. As IMPLEMENTING AGENCY for CONSTRUCTION, SANBAG is responsible for maintenance within PROJECT limits as part of the construction contract.

60. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.

COST

Cost: General

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

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

63. 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.

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

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

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

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

68. 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.

69. 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.

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

71. 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.

72. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.

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

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

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

74. 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.

75. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.

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

77. 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.

78. 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.

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

Cost: Environmental Permits, Approvals and Agreements

80. 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.

SCHEDULE

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

GENERAL CONDITIONS

82. 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.

83. 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.

84. 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.

85. 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.

86. 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.

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

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

89. 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.

90. 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.

91. 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.

92. 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.

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

94. 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.

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

96. 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.

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

98. 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.

99. 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.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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.

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 construct eastbound auxiliary lane, eastbound off-ramp, retaining walls eastbound, reinforced concrete box culvert and widen Timoteo Bridge (phase 1) in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue .

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.

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.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

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.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

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:
Meardey Tim, Project Manager
464 West 4th Street
San Bernardino, California 92401-1400
Office Phone: (909) 383-6480
Email: meardey_tim@dot.ca.gov

The primary agreement contact person for SANBAG is:
Paula Beauchamp, Project Delivery Manager
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410
Office Phone: (909) 884-8276
Email: pbeauchamp@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 ASSOCIATED GOVERNMENTS

APPROVED

By:_____
Larry McCallon
Broad President

Date:_____

ATTEST

By:_____
Vicki Watson
Clerk of the Board

Date:_____

APPROVED AS TO FORM ~~AND PROCEDURE~~

By:_____
Penny Alexander-Kelley
SANBAG Counsel

Date: 1/13/12

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contracts Manager

Date: 1/17/12

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SANBAG		N/A
5	270				Construction Engineering and General Contract Administration		X		
		10			Construction Staking Package and Control		X		
		15			Construction Stakes		X		
		20			Construction Engineering Work		X		
		25			Construction Contract Administration Work		X		
			05		Secured Lease for Resident Engineer Office Space or Trailer		X		
			10		Set Up Construction Project Files		X		
			15		Pre-Construction Meeting		X		
			20		Progress Pay Estimates		X		
			25		Weekly Statement of Working Days		X		
			30		Construction Project Files and General Field Office Clerical Work		X		
			35		Labor Compliance Activities		X		
			40		Approved Subcontractor Substitutions		X		
			45		Coordination		X		
			50		Civil Rights Contract Compliance		X		
			99		Other Construction Contract Administration Products		X		
		30			Contract Item Work Inspection		X		
		35			Construction Material Sampling and Testing		X		
		40			Safety and Maintenance Reviews		X		
		45			Relief From Maintenance Process		X		
		55			Final Inspection and Acceptance Recommendation		X		
		60			Plant Establishment Administration		X		
		65			Transportation Management Plan Implementation During Construction		X		
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X		
		99			Other Construction Engineering and General Contract Administration		X		
5	275				Construction Engineering and General Contract Administration of Structures Work		X		
5	285				Contract Change Order Administration		X		
5	290				Resolve Contract Claims		X		
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X		
4	300				FINAL RIGHT OF WAY ENGINEERING		X		

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
FEDERAL	SANBAG	Surface Transportation Program Local	$15,549,000	$0	$0	$15,549,000	$15,549,000
LOCAL	SANBAG	City (Matching)	$3,052,000	$0	$0	$3,052,000	$3,052,000
		Subtotals by Component	$18,601,000	$0	$0	$18,601,000	$18,601,000

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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: 16

Date: February 1, 2012

Subject: Hunts Lane Grade Separation Project Easement and Joint Use Agreement

Recommendation:*

1. Approve transfer of aerial easements acquired for the Hunts Lane Grade Separation Project on parcels APN 0164-311-04, 0164-311-06, 0164-311-46 and 0164-321-27 in the Cities of Colton and San Bernardino by quit claim to Southern California Edison (SCE).

2. Approve Agreement C12188 with the City of Colton and SCE for joint use of easement acquired for the Hunts Lane Grade Separation Project.

3. Approve SCE Letter of Indemnification for Utility Relocation Work to be performed on the Hunts Lane Grade Separation Project.

4. Approve supplemental appraisal dated January 12, 2012 for APN 0164-311-06 and 0164-311-46 and authorize acquisition of access easement on said parcels at a not to exceed cost of $30,000.

Background: **Recommendation 1:** SANBAG has been the lead and implementing agency for the Hunts Lane Grade Separation Project in the Cities of Colton and San Bernardino. As part of this project, SANBAG, acting as the San Bernardino County Transportation Commission, has acquired a variety of necessary easements in order to construct the project. The majority of these easements have been acquired in order to relocate existing utilities, which are within the existing

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1202f-das
Attachments: C12188 and BRD1202f1-das

right of way, and need to be moved as a result of raising Hunts Lane to grade separate the road over the Union Pacific Railroad (UPRR) tracks.

In particular, SANBAG acquired four aerial easements from property owners to secure air space adjacent to relocated overhead power lines owned by SCE. This air space is reserved as the power lines sag between utility poles and can sway with the wind. The reservation of this air space insures that there are no potential obstructions to the potential swaying of these power lines, which could create a hazardous condition. Since these aerial easements are solely to facilitate the SCE power lines and are of no benefit to either City, it has been determined that conveying these easements directly to SCE would benefit both the Cities and SCE. Conveying the easements now allows SCE to go ahead and relocate their facilities before the start of construction and advance the overall project schedule. A copy of the proposed quit claim document is attached to this agenda item as Attachment A. Staff recommends the quit claim transfer of these aerial easements directly to SCE at this time.

Recommendation 2: In addition to the acquired aerial easements, SANBAG acquired utility easements on each side of Hunts Lane. These easements were acquired to accommodate utilities that needed to be relocated as a result of the Hunts Lane Grade Separation Project. One of the utilities to be relocated was SCE lines on the east side of Hunts Lane. The existing underground SCE lines are located within an easement acquired by SCE, which establishes prior rights for these facilities. SANBAG is required to provide a similar easement to SCE that replaces their existing easement. The utility easement acquired by SANBAG on the west side of Hunts Lane that will accommodate the relocated SCE lines will be conveyed by quit claim to the City of Colton upon completion of construction. To provide SCE the same prior rights which they have in their existing location, this joint use agreement is being executed between SANBAG, the City of Colton and SCE such that SCE will have prior rights in the new utility easement. Once the utility easements are quit claimed to the City of Colton, SANBAG's involvement in the agreement will be terminated. Staff recommends approval of Agreement C12188.

Recommendation 3: This is a letter of indemnification relative to SCE for work done by SANBAG and any of its contractors. The engineering design and right of way acquisition phase of work for the Hunts Lane Grade Separation Project is completed and is prepared for construction. SCE considers SANBAG, the lead agency, to be the 'Developer'. Over the past year, the engineering team has coordinated closely with SCE design staff to finalize the relocation plans for the project. The relocation encompasses several utility relocations including SCE transmission, distribution and telecommunication facilities. At this time, SCE final designs and related utility agreements have been processed in preparation of work to begin.

BRD1202f-das
Attachments: C12188 and BRD1202f1-das

In preparation for these relocations to be performed by SCE crews, SCE requires a Letter of Indemnification to be executed. This is a standard form letter that any customer/developer would be asked to sign. The items discussed within the letter are customary for typical construction projects and outline the standard methods for construction staking, potholing and facility relocation. One item specifically discussed is related with the indemnification of any additional cost burden to SCE that may be caused by some mistaken action or inaccurate construction staking by SANBAG, acting as the "Developer" and any potential damage to installed SCE facilities caused by SANBAG or other contractors. In other words, if SANBAG's consultant's erroneously places construction staking and it causes the utility relocation work to be relocated in the wrong location, the costs for correcting the error would be paid by SANBAG. If there is damage to the SCE facilities by another contractor, SANBAG would be responsible for these damages.

Contractually, SANBAG may shift this risk and cost burden related to errors and omissions and construction damage. As a result, if SCE required SANBAG to pay for added expenses directly resulting from construction staking errors or damages to its facilities, SANBAG would seek to recover the costs associated with this error from the engineering consultants that made the error or the contractor which caused the damage.

Costs for the SCE utility relocation work are being paid as outlined in previously executed agreements. There are no additional costs associated with this item and staff recommends approval of this recommendation.

Recommendation 4: SANBAG staff has been working with SCE in planning and scheduling required relocation work. SCE has raised concern regarding access to a utility corridor along the west side of Hunts Lane. In order for their equipment to adequately service their facilities in this corridor, expansion of an existing easement is required. Upon looking at several options, it was determined that expansion of an existing SCE easement on the subject parcels would best facilitate that required access. This expansion area was appraised by the County Real Estate Services and submitted to SANBAG for review and approval. Staff recommends approval of the appraisal which is available for review upon request. Associated with approval of this appraisal is the authorization to proceed with acquisition of this easement expansion. Based on the appraisal, a not to exceed cost limit of $30,000 to acquire this easement is proposed. The language of the final easement and purchase agreement will be approved by SANBAG legal counsel, prior to execution; however, it will be in the same form as those previously executed on the project. Staff recommends approval of this recommendation.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget, Task No. 87012000. There is no cost impact to SANBAG as a result of these agreements.

Reviewed By: Recommendations 1 and 2 were reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form. Recommendations 3 and 4 have not had any prior committee review; however, have been reviewed by Legal Counsel and Contracts Manager.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202f-das
Attachments: C12188 and BRD1202f1-das

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA EDISON COMPANY
2131 Walnut Grove Avenue
G.O. 3 2nd Floor - TRES Department
Rosemead, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RP File No. _____
Serial No. _____
Affects SCE DOC.
Job Order:

JOINT USE AGREEMENT

THIS AGREEMENT, (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between SOUTHERN CALIFORNAI EDISON COMPANY, a California corporation, hereinafter called "Company", the CITY OF COLTON, a municipal corporation of the State of California, hereinafter called "City", and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public body, corporate and politic, hereafter called "Commission." The Company, City and Commission are sometimes referred to herein, individually, as a "Party" and collectively, as the "Parties";

W I T N E S S E T H

WHEREAS, Company is the owner in possession of certain right of way and easement(s) for electrical facilities by virtue of the following easement rights as set forth in the following recorded Deeds:

Deed recorded October 23, 1984, as Instrument No. 84-254217 ORS; Deed recorded December 20, 1984, as Instrument No. 84-304045 ORS and Deed recorded April 30, 1986, as Instrument No. 86-112843 ORS, hereafter referred to as "Company's Easement"; and

WHEREAS, Commission has acquired easement rights for street and highway purposes for the construction of an overhead grade separated overpass structure replacing the existing at-grade crossing at the intersection of Hunts Lane and the Union Pacific Railroad Company railroad tracks in said City, County of San Bernardino, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS, Company's facilities as now installed and located on said highway right of way

will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit "B".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by Commission, City and the City of San Bernardino of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

Commission and City acknowledge Company's title to Company's easement in said new location, and the priority of Company's title over the title of Commission or City in said new location. Company has and reserved the right and easement of use, in common with the public's use of said street or highway, and new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from Commission or City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans for its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such arrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

Commission agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location. City agrees

to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to any subsequent location within said highway right of way, or in the title to any easement provided by City of private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities or any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way later, modify or terminate any provision of Company's easement. Commission, City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City or Commission may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by Commission or City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company, Commission and the City and their respective successors and assigns; provided, however, that upon acceptance in writing by City of the Project and all Project acquired rights-of-way located within City's jurisdictional boundaries, the Commission's obligations under this Agreement shall terminate.

[THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the date and year herein first above written.

COMPANY'S SIGNATURE PAGE

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation.

By:

_____

_____

Right of Way Agent
Real Estate Operations Division
Corporate Real Estate Department

CITY'S SIGNATURE PAGE

CITY OF COLTON

By:_____
SARAH S. ZAMORA, Mayor
City of Colton

Attest:

By:_____
EILEEN GOMEZ, City Clerk
City of Colton

Approved as to Form:

By:_____
DEAN DERLETH, City Attorney
City of Colton

SANBAG'S SIGNATURE PAGE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By:_____
LARRY McCALLON, President
Commission Board of Directors

Attest:

By:_____
VICKI WATSON
Clerk of the Board

Approved as to Form:

By:_____
PENNY ALEXANDER-KELLEY
Commission Counsel

Concurrence:

By:_____
KATHLEEN MURPHY-PEREZ
Contracts Manager

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
_____, Notary Public

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
_____, Notary Public

EXHIBIT "A"

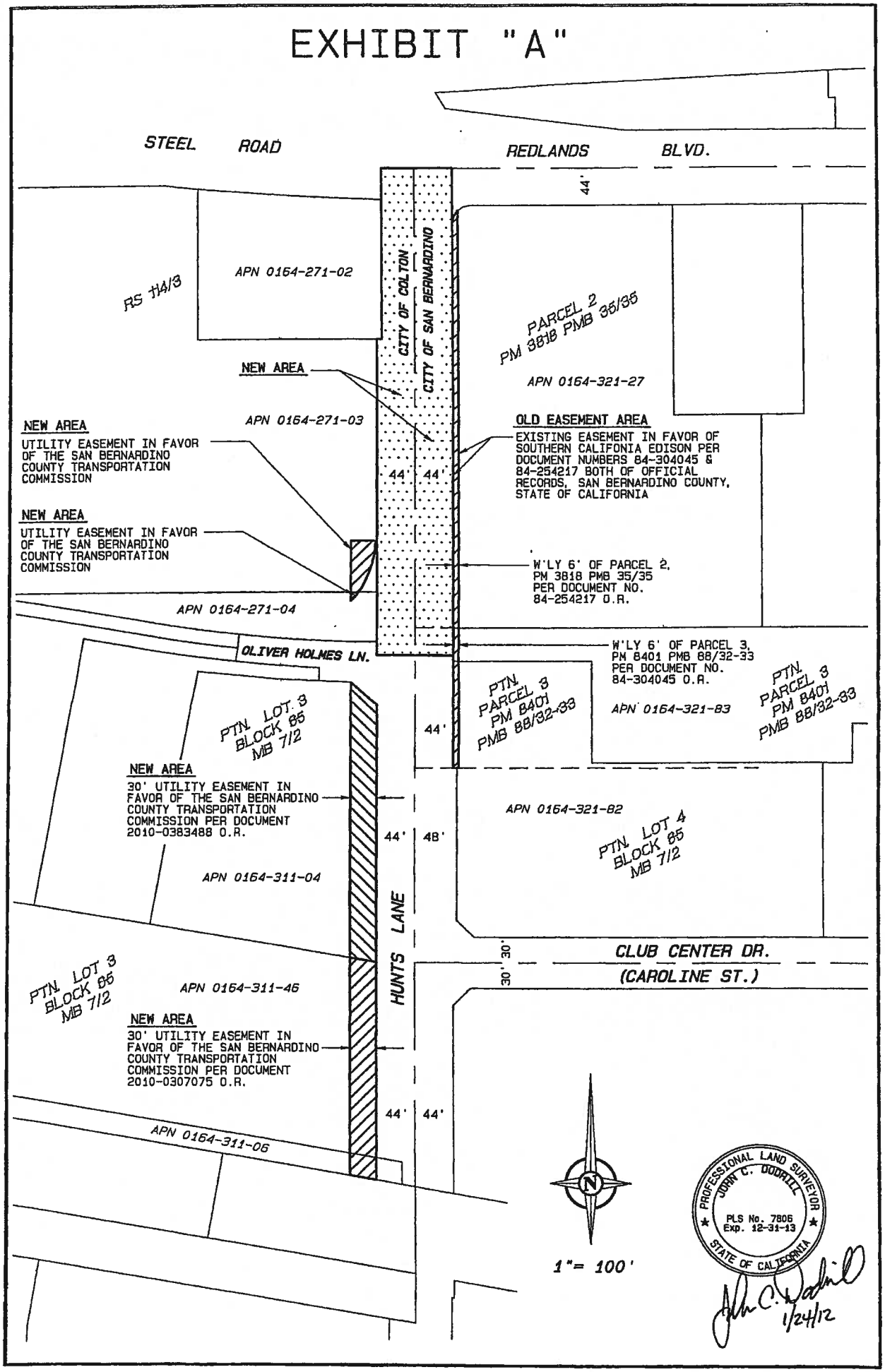
STEEL ROAD
REDLANDS BLVD.
44'
RS 114/3
APN 0164-271-02
CITY OF COLTON
CITY OF SAN BERNARDINO
PARCEL 2
PM 3818 PMB 35/35
APN 0164-321-27
NEW AREA
APN 0164-271-03
NEW AREA
UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
OLD EASEMENT AREA
EXISTING EASEMENT IN FAVOR OF SOUTHERN CALIFONIA EDISON PER DOCUMENT NUMBERS 84-304045 & 84-254217 BOTH OF OFFICIAL RECORDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA
44' 44'
NEW AREA
UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
W'LY 6' OF PARCEL 2, PM 3818 PMB 35/35 PER DOCUMENT NO. 84-254217 O.R.
APN 0164-271-04
OLIVER HOLMES LN.
W'LY 6' OF PARCEL 3, PM 8401 PMB 88/32-33 PER DOCUMENT NO. 84-304045 O.R.
PTN. PARCEL 3 PM 8401 PMB 88/32-33
APN 0164-321-83
PTN. PARCEL 3 PM 8401 PMB 88/32-33
PTN. LOT 3 BLOCK 85 MB 7/2
44'
NEW AREA
30' UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-0383488 O.R.
APN 0164-321-82
PTN. LOT 4 BLOCK 85 MB 7/2
44' 48'
APN 0164-311-04
HUNTS LANE
30' 30'
CLUB CENTER DR.
(CAROLINE ST.)
PTN. LOT 3 BLOCK 85 MB 7/2
APN 0164-311-46
NEW AREA
30' UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-0307075 O.R.
44' 44'
APN 0164-311-06
N
1"= 100'
PROFESSIONAL LAND SURVEYOR
JOHN C. DODRILL
PLS No. 7806
Exp. 12-31-13
STATE OF CALIFORNIA
1/24/12

EXHIBIT "B"

Utility Easement

APN 0164-271-04

That portion of land deeded to Atef Hanna and Soheir Hanna and Ehab Attalla in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 1998-0171507, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89° 33'00" West and a length of 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half-width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89° 33'09" West, 21.04 feet to the beginning of a non-tangent curve, concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54° 35'47" East, said point being the **TRUE POINT OF BEGINNING;**

Thence southwesterly along said curve, 13.61 feet through a central angle of 10° 45'12" to a line parallel with and 30.00 feet westerly of said westerly line of Hunts Lane;

Thence along said parallel line, North 00° 27'30" West, 10.22 feet to a point in said aforementioned certain course shown as "South 89° 33'00" West";

Thence along said certain course, North 89° 33'09" East, 8.96 feet to the **TRUE POINT OF BEGINNING.**

The above-described parcel of land contains approximately 49 square feet (0.001 acres).

Utility Easement

APN 0164-271-03

That portion of land deeded to The Hanna Family Trust in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 2002-0682265, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89° 33'00" West and a length of 455.90 feet with the westerly line of Hunts Lane, 44.00

foot half-width as shown on Record of Survey 00-062 filed in Book, 114 Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89° 33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54° 35'47" East, said point being the **TRUE POINT OF BEGINNING;**

Thence northeasterly along said curve, 12.68 feet through a central angle of 10° 01'13" to the beginning of a compound curve concave northwesterly having a radius of 192.50 feet, a radial line to said point bears South 64° 37'00" East;

Thence northeasterly along said compound curve, 14.62 feet through a central angle of 04° 21'06" to the beginning of a compound curve concave northwesterly having a radius of 99.00 feet a radial line to said point bears, South 68° 58'06" East;

Thence northeasterly along last said compound curve, 37.13 feet through a central angle of 21° 29'24", said point being distant South 89° 32'30" West, 1.80 feet from the westerly line of said Hunts Lane;

Thence South 89° 32'30" West, 28.20 feet to a line parallel with and 30.00 feet westerly of said westerly line;

Thence along said parallel line, South 00° 27'30" East, 60.52 feet to a point in said aforementioned certain course shown as "South 89° 33'00" West";

Thence along said certain course, North 89° 33'09" East, 8.96 feet to the **TRUE POINT OF BEGINNING.**

The above-described parcel of land contains approximately 1,323 square feet (0.030 acres).

Utility Easement

APN 164-311-46 & 06

A strip of land, 30.00 feet wide, being a portion of land described in the deed to Conagra, Inc., recorded March 30, 1999 as Instrument No. 1999-0132130, Official Records of said County, being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, the easterly line of said strip being described as follows:

Beginning at the easterly terminus of that certain course shown as having a bearing and distance of "North 80°29'34" West 772.73 feet", as shown on a map filed in Book 62, Page 100 of Records of Survey, in the office of the County Recorder of said County, said point being on a line parallel with and 44.00 feet westerly of the centerline of Hunts Lane as shown on said Record of Survey;

thence along said parallel line, South 00°27'30" East, 253.83 feet to the southerly line of the land described in Parcel D of said Deed to Conagra, Inc.

The sidelines of said strip of land shall be prolonged of shortened as necessary to terminate in the northerly line of said certain course shown on said Record of Survey and in the southerly line of the land described said Parcel D.

The above-described parcel of land contains approximately 7,615 square feet.

Utility Easement

APN 0164-311-04

That portion of Parcel 1 described in the deed to Superior Scale House, Inc., recorded July 21, 2004 as Instrument No. 2004-0520702, Official Records of said County, being a portion of Lot 3, Block 65, as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the northerly line of said Parcel 1 with a line parallel with and 44.00 feet westerly of the centerline of Hunts Lane, 88.00 feet wide, as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along a line parallel with and 44 feet westerly of the centerline of Hunts Lane, 88.00 feet wide, as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Survey, in the office of the County Recorder of said County, South 00° 27'30" East, 27.00 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said parallel line, South 00° 27'30" East, 311.90 feet to the southerly line of said Parcel 1;

Thence along the southerly line of said Parcel 1, North 80° 29'30" West, 30.46 feet to a line parallel with and 74 feet westerly of said centerline;

Thence along last said parallel line, South 00° 27'30" West, 333.70 feet to the northerly line of said Parcel 1

Thence leaving said northerly line, North 48° 23'36" East, 40.41 feet to the **TRUE POINT OF BEGINNING.**

The above-described parcel of land contains approximately 9,684 square feet.

Utility Easement

Hunts Lane, 88 feet wide, being bounded on the north by the centerline of Redlands Boulevard and on the south by the centerline of Oliver Holmes Lane.

The above described parcel of land contains approximately 50,424 square feet.

John C. Dodrill 1/24/12

John C. Dodrill
PLS 7806

Deputy County Surveyor
EXP.: 12/31/2013

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: 17

Date: February 1, 2012

Subject: Right-of-Way Legal Support Services for SANBAG Major Projects Program

Recommendation:*

1. Award Contract No. C12043 to Woodruff, Spradlin & Smart for on-call Right of Way Legal Services for SANBAG Major Projects Program, for a not-to-exceed amount of $4,042,750.

2. Authorize a four (4) year contract term through January 31, 2016 for Contract No. C12043, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's Contracting and Procurement Policy 11000.

Background:

Recommendation 1: This is a new contract. SANBAG is the lead agency for the acquisition of right of way on various projects and has been utilizing County of San Bernardino's County Counsel to address legal matters associated with the right of way acquisition process. This includes, but is not limited to review of agreements, eminent domain, and representation in discussions with legal counsel of affected property owners, expert appraisers, and right of way staff or consultants. County Counsel will stop providing these services in the very near future, and as a result, SANBAG is moving forward to procure the services of a law firm to replace County Counsel.

In September 2011 the Board authorized the release of Request for Proposals (RFP) No. 12043 for Right of Way Legal Services for SANBAG Major Projects Program. The RFP was posted to the SANBAG internet website on November 4,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1202c-ks
Attachment: C12043

2011, and was emailed to all firms registered in SANBAG's vendor database to receive legal services Request for Proposals. .

A five-member evaluation committee (Committee) was assembled, and a two-step evaluation process was followed to select the most qualified firm in accordance with SANBAG's Contracting and Procurement Policy. The Committee consisted of representatives from SANBAG, Caltrans, Riverside County Transportation Commission (RCTC), and the Alameda Corridor-East Construction Authority.

On December 6, 2011, ten (10) proposals were received and were distributed to members of the Committee. Each Committee member reviewed, scored, and ranked all ten proposals based on four main criteria: firm qualifications, personnel proposed, project understanding, and staff capability. On December 12, 2011 the Committee met and all scores were tabulated. Each Committee member provided their scores and briefly discussed the rationale used in scoring the proposals. After all scores were added and verified, the Committee shortlisted and interviewed the top five ranked firms, which are listed below in alphabetical order:

1. Best Best & Krieger, LLP
2. Burke, Williams & Sorensen, LLP
3. Daley & Heft, LLP
4. Nossaman, LLP
5. Woodruff, Spradlin & Smart

On December 19, 2011, the Committee interviewed the five shortlisted firms. Each firm was allotted approximately 50 minutes to answer eight questions related to: partial acquisition of rail property, ethical considerations faced by the condemnor in an eminent domain action, appraising contaminated properties, joint pole agreements and the interaction with the California Public Utilities Commission, and challenges and lessons learned from prior legal work on such projects. Each Committee member scored the firms based on their responses to the eight questions. Also, Price Proposals were factored into the evaluation and were weighted at 20% of the overall score. At the conclusion of the interview, all scores were added and verified, and Woodruff, Spradlin, & Smart (WS&S) was unanimously chosen by the Committee as the top ranked firm.

WS&S's hourly rates for attorneys were not the lowest received but were below the average attorney hourly rates of the ten (10) law firms that submitted proposals. The hourly rates received from the ten law firms ranged from $175 to $515 for attorneys; and from $85 to $188 for paralegals.

Committee members determined that WS&S is the most qualified firm to provide SANBAG with needed Right of Way Legal Support Services, for the following main reasons:

1. WS&S was able to demonstrate understanding and experience of the Design/Build process and more specifically, drew upon their past experience on the SR-22 Design/Build project with Orange County Transportation Commission (OCTA).
2. Extensive public agency and Caltrans experience in connection with right-of-way legal services.
3. Current involvement on five-grade separation projects with OCTA.
4. WS&S demonstrated knowledge and understanding of partial takes involving businesses with manufacturing equipment, which is expected to be an important issue on work for SANBAG.

Staff is recommending the award of Contract No. C12043 to Woodruff, Spradlin & Smart for on-call Right of Way Legal Services for SANBAG Major Projects Program, for a not-to-exceed amount of $4,042,750.

Recommendation 2: Staff is also recommending that the Board approve a four-year duration for Contract No. C12043. The four year term would ensure consistent and un-interrupted Right of Way services on a number of major projects which have Right of Way schedules that extend beyond the three years term limit set by SANBAG's Procurement Policy 11000, as described below.

The award of this contract would greatly improve staff's ability to deliver timely Right of Way work on several projects. There are three on-going projects that will require these services very soon: the I-15/I-215 Devore Interchange Reconstruction Project, the Palm Avenue Grade Separation Project, and the Laurel Street Grade Separation project. Other projects will also require legal support services in the near future.

Financial Impact: The award of this contract is consistent with the adopted 2011/2012 Fiscal Year budget. Funding for the Contract is provided under Task No. 81512000. The exependitures for legal services provided for the individual projects will be charged to the Task No. of the project.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202c-ks
Attachment: C12043

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12043 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Woodruff, Spradlin & Smart

Contract Description New contract for on-call Right of Way Legal Services for the Major Projects Program

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve Contract C12043 with Woodruff, Spradlin & Smart

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

CONTRACT OVERVIEW

Original Contract Amount	$	4,042,750	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$		**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	4,042,750	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	4,042,750

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
February 1, 2012	January 31, 2016	

Has the contract term been amended? ☒ No ☐ Yes - please explain.
This is a new contract

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 81512000
☐ 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: Measure I funds will be used 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	1-4-12 Date	Project Manager Signature	1-4-12 Date
Chief Financial Officer Signature	1/4/12 Date	Contracts Manager Signature	1/17/12 Date

mw 1/4/12

CONTRACT # C 12043

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

WOODRUFF, SPRADLIN & SMART

FOR

RIGHT-OF-WAY LEGAL SERVICES

This Contract, is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments (hereinafter referred to as "AUTHORITY") whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the firm of Woodruff, Spradlin & Smart, whose address is: 555 Anton Boulevard, Suite 1200, Costa Mesa, CA 92626 (hereinafter referred to as "ATTORNEY").

AUTHORITY and ATTORNEY are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY requires certain Right-of-Way legal services as described in Attachment A to this Contract and;

WHEREAS, ATTORNEY has confirmed that they have the requisite personnel and experience and is fully capable and qualified to do the work described herein; and

WHEREAS, ATTORNEY desires to do so for the compensation in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

ATTORNEY agrees to perform services set forth in Attachment "A", Scope of Services, hereinafter referred to as "Services", which is incorporated herein by reference, in accordance with standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and services imposed upon or assumed by ATTORNEY hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing standards in the

legal profession.

ARTICLE 2. PERIOD OF PERFORMANCE

The initial period of performance by ATTORNEY under this Contract shall commence upon issuance of a written Notice To Proceed (NTP) issued by AUTHORITY, unless agreed otherwise, and shall continue in full force and effect through January 31, 2016, or until otherwise terminated, or unless extended as hereinafter provided by written amendment.

ARTICLE 3. PERFORMANCE OF SERVICES AND HOURLY RATES

3.1 Total compensation to ATTORNEY for full and complete performance of Services, in compliance with all the terms and conditions of this Contract, payment by ATTORNEY of all obligations incurred in, or application to, ATTORNEY performance of Services, and for which ATTORNEY shall furnish all personnel, facilities, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amount set forth in 3.2 below.

3.2 The total Not-To-Exceed amount is Four Million Forty Two Thousand Seven Hundred and Fifty dollars ($4,042,750). Services to be provided under this Contract are to be performed as set forth in Attachment "A", Scope of Services, which is incorporated herein by this reference. ATTORNEY's fee for services is included in the total Contract cost and set forth in Attachment "B", Price Form, which is incorporated herein by reference. ATTORNEY's fee for services is included in the total estimated contract cost and shall be a specific rate of compensation contract, as agreed upon, and noted in Attachment "B", Price Form. The foregoing amount shall not constitute a cap or guaranty of the cost of services to perform the Scope of Services identified herein, provided. However, that ATTORNEY agrees that in no event shall ATTORNEY exceed the foregoing amount without prior written authorization from AUTHORITY.

3.3 Staff employed by ATTORNEY may perform services under this Contract at the hourly rates specified in Attachment B. To the extent paralegals are used to perform work on AUTHORITY's behalf, such work shall be billed at the paralegal rates set forth in Attachment B. AUTHORITY may approve increases in hourly rates as needed. All changes must be submitted in writing to AUTHORITY for their approval.

3.4 Staff attorneys and paralegals shall not bill for customary administrative tasks such as review and processing of billings to AUTHORITY, physical or electronic file opening in their offices and the like.

3.5 Any services provided by ATTORNEY not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be ATTORNEY's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with the "CHANGES" provision.

3.6 AUTHORITY shall have the right to review and audit all billing statements prior to or after payment to ATTORNEY.

ARTICLE 4. PAYMENT

4.1 The compensation of ATTORNEY as provided herein shall be payable monthly, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

4.2 ATTORNEY shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a monthly billing period and will be marked with AUTHORITY's Project name, and contract number. Invoices shall be submitted within fifteen (15) calendar says for the period covered by the invoice. Invoices shall include request for payment for Services completed by ATTORNEY during each billing period. ATTORNEY agrees and understands that AUTHORITY is paying on an hourly basis and will not pay for items that are charged on a "value billing" basis. For purposes of this Contract, value billing is defined as billing time or fees for a task on any basis other than the actual time that was worked by the billable attorney, measured in tenths of an hour. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense.

4.3 Monthly billing statements shall indicate the services performed, the person(s) performing the services and provide an accounting of work time spent, and costs and expenses for which payment is requested under this Contract. In the event ATTORNEY performs services on more than one case or matter under this Contract, ATTORNEY shall, to the extent practicable, separately account for work time spent, and costs and expenses for each different case or matter.

4.4 ATTORNEY understands that AUTHORITY employees are public servants who do not require client development. Accordingly, ATTORNEY shall not charge AUTHORITY for any client development costs they occur.

4.5 ATTORNEY shall include a statement and release with each invoice, satisfactory to AUTHORITY, that ATTORNEY has fully performed the Services invoiced pursuant to this Contract for the period covered and that all claims of ATTORNEY for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to ATTORNEY until ATTORNEY furnishes such statement and release.

4.6 No payment will be made prior to approval of any work, nor any work performed prior to approval of this Contract by AUTHORITY's Board of Directors.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth in "Article 3" 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 ATTORNEY; and d) all other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated and available to AUTHORITY for the continuance of Services performed by ATTORNEY, Services 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 Services, which will or may be affected by a shortage of funds, it will immediately so notify ATTORNEY. Nothing herein shall relieve AUTHORITY from its obligation to compensate ATTORNEY for Services performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 7. DOCUMENTATION AND RIGHT TO AUDIT

7.1 ATTORNEY shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to ATTORNEY's records, which are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY 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 ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY 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.

7.2 The Cost Proposal for this Project is subject to audit at any time. After ATTORNEY receives any audit recommendations the Cost Proposal shall be adjusted by ATTORNEY and approved by AUTHORITY' Project Manager to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at AUTHORITY's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract terms and cause for termination of the Contract.

ARTICLE 8. RESPONSIBILITY OF ATTORNEY

8.1 ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable Federal, state and local laws and regulations and other services furnished by ATTORNEY under the terms of this Contract. ATTORNEY shall consult with AUTHORITY concerning all substantive positions and procedural steps to be taken by ATTORNEY in the course of advice and representation pursuant to this Contract.

8.2 Unless otherwise instructed, ATTORNEY must obtain prior written approval from AUTHORITY concerning the following:

8.2.1 Retention of any consultant or expert witnesses;

8.2.2 Making any settlement proposal on AUTHORITY's behalf;

8.2.3 Filing any lawsuit or responding to any lawsuit on behalf of AUTHORITY;

8.3 Unless otherwise instructed, ATTORNEY must promptly provide AUTHORITY with copies of all: material pleadings and legal memoranda prepared in connection with any AUTHORITY matter hereunder; court rulings; and significant correspondence and information related to any AUTHORITY matter hereunder.

ARTICLE 9. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

ARTICLE 10. CHANGES

10.1 The Services shall be subject to changes by additions, deletions, or revisions made by AUTHORITY. ATTORNEY will be advised of any such changes by written notification from AUTHORITY describing the change.

10.2 Promptly after such written notification of change is given to ATTORNEY by AUTHORITY, ATTORNEY and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/DRUG FREE WORKPLACE

11.1 During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. ATTORNEY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

11.2 ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 12. CONFLICT OF INTEREST

ATTORNEY agrees that it will not represent, nor seek to represent, any party with interests adverse to AUTHORITY. AUTHORITY acknowledges that ATTORNEY has disclosed that it represents certain member agencies of AUTHORITY, including the City of Yucaipa and the County of San Bernardino. ATTORNEY assures AUTHORITY that the on-going, concurrent representation of the City of Yucaipa and the County of San Bernardino concern matters unrelated to the subject of this Contract and that such work does not constitute a conflict of interest pursuant to the California Rules of Professional Conduct applicable to ATTORNEY's ethical obligations and its work on this Contract for AUTHORITY. AUTHORITY relies solely on ATTORNEY's assurance that no conflict exists and AUTHORITY does not waive any potential or actual conflicts of interest. Should ATTORNEY determine that a potential or actual conflict exists in connection with its representation of any other client(s), Attorney shall immediately disclose same to AUTHORITY pursuant to the California Rules of Professional Conduct, and shall stop all work for AUTHORITY under this Contract until such potential or actual conflict is resolved.

ARTICLE 13. KEY PERSONNEL

The personnel specified below are considered to be essential to Services being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services, which are the responsibility of key personnel to other personnel, ATTORNEY shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and ATTORNEY cannot agree as to the substitution of key personnel, AUTHORITY shall be entitled to terminate this Contract. Key Personnel are:

Name	Function
Craig Farrington	Litigation, Project Planning and Supervision
Alyson Suh	Litigation, Project Planning, Supervision

ARTICLE 14. REPRESENTATIONS

Services supplied by ATTORNEY in performance under this Contract shall be supplied by personnel who are careful, skilled, experienced and competent and possess all relative licenses and permits in their respective trades or professions. ATTORNEY agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to professional standards, which are generally accepted in the industry.

ARTICLE 15. PROPRIETARY RIGHTS/CONFIDENTIALITY

15.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents data, or information ("Products"), then ATTORNEY, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the sole property of AUTHORITY.

15.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to ATTORNEY 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 ATTORNEY without the express written consent of AUTHORITY.

15.3 Except as reasonably necessary for the performance of Services, ATTORNEY and its employees and agents shall hold in confidence the materials and information referred to in this Article which are produced by ATTORNEY for AUTHORITY in the performance and completion of ATTORNEY' 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 ATTORNEY, or its employees or agents.

15.4 ATTORNEY 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.

15.5 All press releases, or press inquiries 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 ATTORNEY and AUTHORITY.

15.6 ATTORNEY 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 ATTORNEY from or through AUTHORITY in connection with ATTORNEY's performance of this Contract, unless (a) the information was known to ATTORNEY prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to ATTORNEY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to ATTORNEY's knowledge and belief, the right to disclose the same.

ARTICLE 16. TERMINATION

16.1 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 ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall discontinue performance of Services and shall preserve

work in progress and completed work ("Work"), pending AUTHORITY' instruction, and shall turn over such Work in accordance with AUTHORITY' instructions.

16.1.1 ATTORNEY shall deliver to AUTHORITY, all deliverables prepared by ATTORNEY or its subcontracts or furnished to ATTORNEY by AUTHORITY. Upon such delivery, ATTORNEY may then invoice AUTHORITY for payment in accordance with the terms hereof.

16.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY 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.

16.1.3 ATTORNEY shall be entitled to receive the actual cost incurred by ATTORNEY to return ATTORNEY'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.

16.2 Termination for Cause - In the event ATTORNEY 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 ATTORNEY or a receiver shall be appointed on account of its solvency, or if ATTORNEY 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, and in compliance with applicable Bankruptcy Laws; (a) hold in abeyance further payments to ATTORNEY; (b) stop any services of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY 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 ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, nor be deemed to waive, amend, or modify any term of this Contract.

16.2.1 In the event of termination ATTORNEY shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by AUTHORITY.

16.3 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 ATTORNEY be entitled to any prospective profits or any damages because of such termination.

ARTICLE 17. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any services of ATTORNEY or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 16, "TERMINATION".

ARTICLE 18. CLAIMS

AUTHORITY shall not be bound to any adjustments in the Contract amount or time for ATTORNEY's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to ATTORNEY by AUTHORITY. No claim hereunder by ATTORNEY shall be allowed if asserted after final payment under this Contract.

ARTICLE 19. INSURANCE

Without any way affecting the indemnity provision identified in this Contract, ATTORNEY shall, at the ATTORNEY's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Contract. The policies shall be written by a California admitted carrier with a Best rating of A-VII or better, and shall be written with a least the following limits of liability:

19.1 Professional Liability –
Professional Liability insurance shall be provided in an amount not less than $1,000,000, per claim and $2,000,000 in the aggregate. ATTORNEY shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

19.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability in an amount not less than $1,000,000 limits covering all persons providing services on behalf of ATTORNEY and all risks to such persons under this Contract.

19.3 Commercial General Liability – To include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $2,000,000 in the aggregate written on an occurrence form. For products and completed operations a $2,000,000 aggregate shall be provided.

19.4 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than $1,000,000 combined single limit.

19.5 Proof of Coverage - ATTORNEY shall furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of

performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and its officers, employees, agents and volunteers, as additional insured Commercial General Liability Insurance and auto insurance. Prior to commencing any work, ATTORNEY 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, ATTORNEY will provide AUTHORITY thirty (30) days written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium ATTORNEY will provide AUTHORITY ten (10) days written notice. ATTORNEY shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager' name on the face of the certificate(s).

19.6 Additional Insured - All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

19.7 Waiver of Subrogation Rights - ATTORNEY shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit ATTORNEY or ATTORNEY'S employees or agents from waiving the right of subrogation prior to a loss or claim. ATTORNEY hereby waives all rights of subrogation against AUTHORITY.

19.8 Commercial General Liability required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.

ARTICLE 20. INDEMNITY

ATTORNEY agrees to indemnify, defend with counsel approved by AUTHORITY and hold harmless AUTHORITY, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the negligent performance by ATTORNEY under this contract, including the negligent acts, errors or omissions of any person employed by ATTORNEY and for any costs or expenses incurred by AUTHORITY on account of any claim therefor, except where such indemnification is prohibited by law.

ARTICLE 21. ERRORS AND OMISSIONS

21.1 ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Contract. ATTORNEY may be liable for AUTHORITY costs resulting from errors or deficiencies, fines, penalties and damages in services furnished under this Contract.

21.2 Intentionally Left Blank.

21.3 AUTHORITY shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. AUTHORITY shall include in the Contract file a written statement of the reasons for the decision to recover or not recover the costs from ATTORNEY.

ARTICLE 22. OWNERSHIP OF DATA

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 23. SUBCONTRACTS

23.1 ATTORNEY shall not subcontract performance of all or any portion of Services under this Contract, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.

23.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, ATTORNEY shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY'S approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.

23.3 Approval by AUTHORITY of any services to be subcontracted and the subcontractor to perform said Services will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of said Services. Any substitution of subcontractors must be approved in writing by AUTHORITY' Project Manager.

ARTICLE 24. RECORD INSPECTION AND AUDITING

AUTHORITY, or any of its designees shall at all times have access during normal business hours to ATTORNEY's operations and products wherever they are in preparation or progress, and ATTORNEY shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY shall not be deemed to be a waiver of any of their rights to require ATTORNEY to comply with the Contract or to subsequently reject unsatisfactory services or products.

ARTICLE 25. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Services provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. AUTHORITY shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 26. ATTORNEY 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 Article 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 "Indemnity" provision of this Contract.

ARTICLE 27. 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 Central District of San Bernardino County. 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 Central District of San Bernardino County.

ARTICLE 28. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 29. PRECEDENCE

29.1 The Contract documents consist of these General Terms and Conditions, Attachment "A", Scope of Services, and Attachment "B", Billing Rate Schedule. AUTHORITY's Request for Proposal and ATTORNEY's proposal are incorporated herein by this reference.

29.2 The following order of precedence shall apply: This Contract, its General Terms and Conditions and Attachments; AUTHORITY's Request for Proposal; and ATTORNEY's Proposal. In the event of a conflict between the Contract and the Scope of Services, the Contract will prevail.

29.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, ATTORNEY shall notify AUTHORITY in writing within three (3) business days of its discovery of the conflict and shall comply with AUTHORITY's resolution of the conflict.

ARTICLE 30. COMMMUNICATIONS AND NOTICES

Any and all notices 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 including overnight delivery services. 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.

To ATTORNEY	**To AUTHORITY**
Woodruff, Spradlin & Smart	**San Bernardino Associated Governments**
555 Anton Boulevard, Suite 1200	**1170 W. 3rd Street, 2nd Floor**
Costa Mesa, CA 92626-7670	**San Bernardino, CA 92410-1715**
Attn: Craig Farrington	**Attn: Garry Cohoe, Director of Project Delivery**
Phone: 714-415-1016	**Phone: (909) 884-8276**

ARTICLE 31. DISPUTES

31.1 In the event any dispute arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the AUTHORITY within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such appeal shall be decided by a court of competent jurisdiction.

31.2 During resolution of the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 32. GRATUITIES

ATTORNEY, 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 33. REVIEW AND ACCEPTANCE

All Services performed by ATTORNEY shall be subject to periodic review and approval by AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by ATTORNEY shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

ARTICLE 34. CONFIDENTIALITY

Any AUTHORITY materials to which ATTORNEY or its subcontractors or agents have access to or materials prepared by ATTORNEY under the terms of this Contract shall be held in confidence by ATTORNEY, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as authorized by AUTHORITY. ATTORNEY shall not release any reports, information of promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of AUTHORITY.

ARTICLE 35.

Intentionally left blank.

ARTICLE 36. SAFETY

ATTORNEY shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Services hereunder.

ARTICLE 37. ASSIGNMENT

ATTORNEY shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. AUTHORITY's exercise of consent shall be within its sole discretion. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 38. AMENDMENTS

This Contract may only be changed by a written amendment duly executed by ATTORNEY and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel as provided in Article 13, "KEY PERSONNEL" above, may be made by administrative amendment signed by ATTORNEY and AUTHORITY's Project Manager or other duly authorized representative.

ARTICLE 39. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 40. ARBITRATION

40.1 Arbitration shall be limited to any controversy or claim between the Parties concerning ATTORNEY's billing for professional fees, costs and expenses, and shall be arbitrated under the system and procedures established for such arbitration pursuant to California Business and Professions Code sections 6200 et. seq. Judgment upon the arbitrator's award may be entered in any court having jurisdictions thereof. Such arbitration award will be final and binding upon the Parties hereto.

40.2 If any arbitration or legal action is instituted to enforce or declare and Parties rights hereunder, each Party, regardless of which Party is the prevailing party, must bear its own costs, expenses and attorney's fees. This paragraph shall not apply to those costs, expenses and attorney's fees directly arising from any third party legal action against a Party hereto.

ARTICLE 41. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Services provided/work performed by ATTORNEY are 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 or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the ATTORNEY to perform or failure of the ATTORNEY 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 ATTORNEY.

ARTICLE 42. ENTIRE DOCUMENT

42.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the Parties respecting the subject matter herein. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

42.2 No agent, employee or representative of AUTHORITY has any authority to bind

AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and ATTORNEY hereby stipulates that it has not relied, and will not rely, on same.

42.3 As this Contract was jointly prepared by both Parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 43. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of the Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

ATTORNEY:
WOODRUFF, SPRADLIN & SMART
A Professional Corporation

By: _____
CRAIG G. FARRINGTON

Date: 1-13-12

SAN BERNARDINO ASSOCIATED GOVERNMENTS

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

ATTACHMENT A

"SCOPE OF SERVICES"

Provide as needed right-of-way legal services in support of AUTHORITY's Major Projects Program. Such legal services shall include pre-litigation advice, representation in litigation and any project related tasks as may be requested by AUTHORITY.

ATTACHMENT B

"PRICE FORM"

Fully Loaded Hourly Rates for Legal Personnel:

Attorneys	$295
Paralegals	$160

Standard Charges:

Attorneys and paralegals charge for time in minimum units of six minutes.

Costs and Expenses:

- Costs advanced to third parties for AUTHORITY are billed at the ATTORNEY's cost (e.g., consultants, court reporters).
- Computerized legal research will be performed at AUTHORITY's expense based on the ATTORNEY's cost.
- Mileage for travel will be billed at the IRS approved rate (currently $0.51 per mile).

Estimated Legal Support Services:

The services to be provided by ATTORNEY to AUTHORITY under this Contract are an estimated amount not-to-exceed Four Million Forty-Two Thousand Seven Hundred Fifty Dollars ($4,042,750) as set forth in the table below entitled "Estimated legal Support Services Needed in the Next Four Years" and incorporated by reference.

ESTIMATED LEGAL SUPPORT SERVICES NEEDED IN THE NEXT FOUR YEARS

PROJECT DESCRIPTION	CONST. COST	ROW COST	COMPLETION DATES			ESTIMATED LABOR CHARGES PER YEAR (ATTORNEYS & PARALEGAL)			
			ROW	CONST	CLOSE OUT	2012	2013	2014	2015
Hunts Lane Grade Separation	$36,927,000	$5,500,000	2011	2014	2015	$30,000	$30,000	$30,000	$0
Palm Avenue Grade Separation	$26,320,000	$7,291,000	2012	2014	2015	$60,000	$60,000	$60,000	$0
I-10 HOT/HOV Lanes	$762,566,000	$11,546,000	2015	2019	2020	$100,000	$100,000	$100,000	$100,000
I-10/Tippecanoe Interchange	$77,417,000	$30,644,000	2012	2014	2015	$100,000	$100,000	$50,000	$0
Laurel Street Grade Separation	$53,340,000	$9,779,000	2012	2014	2015	$60,000	$60,000	$60,000	$0
I-215/Barton Road Interchange	$75,781,000	$17,168,000	2015	2018	2019	$0	$200,000	$200,000	$100,000
Lenwood Road Grade Separation	$31,354,000	$4,650,000	2012	2014	2015	$30,000	$30,000	$30,000	$0
I-15/I-215 Devore Interchange	$324,201,000	$31,337,000	2014	2016	2017	$280,000	$280,000	$280,000	$190,000
I-215/Washington Interchange	$85,569,000	$19,000,000	2015	2017	2018	$0	$0	$290,000	$290,000
SR-210/Pepper Interchange	$18,965,000	$1,000,000	2013	2015	2016	$10,000	$10,000	$5,000	$0
Other Porjects						$150,000	$150,000	$150,000	$150,000
		Estimated Labor Charges Per Year				$820,000	$1,020,000	$1,255,000	$830,000
		Estimated Total Labor Charges				$3,925,000			
		Other Direct Costs (ODC) at 3%				$117,750			
		Estimated Total Contract Amount				$4,042,750			

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: **18**

Date: February 1, 2012

Subject: Glen Helen Grade Separation Project Funding Advancement

Recommendation:* Authorize staff to include in the negotiations for the development of the construction cooperative agreement with the County of San Bernardino a funding advancement of Measure I 2010-2040 Valley Major Street funds to the County of San Bernardino for the Glen Helen Grade Separation Project per Measure I Strategic Plan Policy 400064, VMS-7.

Background: **This item is for an authorization to utilize a funding advancement in the development of a construction cooperative agreement.** SANBAG and the County of San Bernardino entered into a baseline agreement with Caltrans and the California Transportation Commission (CTC) on the Glen Helen Grade Separation project in 2008. This agreement established a baseline schedule and funding plan for the project which included using $7.172 million in State Trade Corridor Improvement Funds (TCIF) towards the construction of the project. This agreement specifies SANBAG as the Project Sponsor/Lead Agency and the County of San Bernardino as the implementing agency for all phases of the project. SANBAG and the County of San Bernardino have entered into cooperative agreements for the preliminary engineering, plans, specifications, and estimate (PS&E), and right-of-way. A new cooperative agreement for the construction phase is required in advance of proceeding to the construction phase later this year. This future agreement will specify the roles and responsibilities for each agency through the construction phase and will detail out the funding for this phase of work. The majority of the funding for the construction will be from

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1202e-ds

public funds consisting of TCIF and Measure I 2010-2040 Valley Major Street funds.

The table below summarizes the current project schedule consistent with the SANBAG 10-Year Delivery Plan:

Environmental Approved	April 2010
Design Approved and R/W Certified	Summer 2012
Start Construction	Fall 2012
End Construction	Spring 2015

Per the TCIF Baseline Agreement, the County is responsible for managing the construction phase of the project. Normal practice is for the County as the agency managing the project to pay all the construction invoices and then submit a request to SANBAG for reimbursement of SANBAG's fair share. To assist in the County's cash flow, they are requesting an advancement of SANBAG's reimbursement. Measure I 2010-2040 Strategic Plan Policy 40006, VMS-7 for the Valley Major Streets Program, includes a provision that allows for such a request on an exception basis and subject to SANBAG Board approval. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of the total public cost or the three month estimated peak burn rate for the project, whichever is less. For this project, the public share for the total project cost is $20,514,000, therefore the maximum advancement is $2,051,400.

Since this is the first request we have received for a funding advancement, staff is seeking direction from the Board on including funding advancement language in the construction cooperative agreement which needs to be developed in the near future. If the Board does not approve including the advancement in the cooperative agreement, the County may reconsider being responsible for managing the construction.

Staff recommends that the Board direct staff to include funding advancement as part of the negotiations in developing the construction cooperative agreement for the Glen Helen Grade Separation Project. The construction agreement will be brought forward to the Board at a future meeting for consideration.

Financial Impact: This item is consistent with the 2011/12 SANBAG Fiscal Year Budget. Task No. 86912000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202e-ds

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San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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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: 19

Date: February 1, 2012

Subject: Palm Avenue Grade Separation Project Preferred Alternative and Environmental Clearance

Recommendation:*

1. Approve Project Development Team (PDT) recommended Alternative 1 as the preferred alternative for the Palm Avenue Grade Separation Project as shown by Attachment "A".
2. Find that the Palm Avenue Grade Separation Project is Statutorily Exempt under California Environmental Quality Act (CEQA) guideline 15282(h), and file Notice of Exemption (included as Attachment "B").
3. Authorize the Director of Project Delivery to execute the Notice of Exemption.

Background: SANBAG staff has been working with the City and County of San Bernardino on the development of the Palm Avenue Grade Separation project, located in both the City and County jurisdictions. The administration of the design, right-of-way, and construction phases of the project is being done by SANBAG after which the project will be turned over to the City of San Bernardino. The County has executed a notification under Streets and Highway Code Section 1810, whereby the County has turned over the jurisdictional authority of the portion of the project within the County to the City of 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.
BRD1202c-das
Attachments: BRD1202c1-das and BRD1202c2-das

Recommendation 1: The Project Development Team (PDT), consisting of staff from the City of San Bernardino, the County of San Bernardino, and SANBAG, have reviewed a number of build alternatives for the project during the preliminary engineering phase in late 2008 through early 2009. Options studied included a roadway underpass and railroad bridge, a roadway overhead and railroad trench, a roadway underpass and an elevated railroad, a roadway overhead design, and a no-build option. Out of the four build alternatives, the roadway overhead design was selected because it presented fewer challenges for both the design and construction of the project, and the other build alternatives were rejected on the basis that they have a greater impact on the existing utilities, traffic movement, the operation and integrity of the BNSF railroad tracks, and right-of-way. Once the type of grade separation was selected, the second step was an evaluation of the horizontal alignment. Three options were evaluated: a north offset alignment, an on-existing alignment, and a south offset alignment. The north offset was selected by the PDT as it had the least impact on underground utilities. This alternative is shown by Attachment "A". A formal letter of support for this alternative was received from the City of San Bernardino. Staff recommends approval of the roadway overhead, north offset alternative as the preferred alternative for the Palm Avenue Grade Separation project.

Recommendation 2&3: The environmental approval process for the Palm Avenue Grade Separation project requires both CEQA and National Environmental Policy Act (NEPA) clearance. CEQA clearance can be made by a local agency while NEPA clearance is a federal action which has been delegated to Caltrans. This project was approved by the City of San Bernardino for CEQA in July, 2011 and by Caltrans for NEPA, also in July, 2011. Since SANBAG is the lead agency for the right-of-way phase and in order to proceed with acquisition of properties, possibly by eminent domain, SANBAG must document its lead agency status and approval of the CEQA environmental process. This is accomplished by approving a finding that the Palm Avenue Grade Separation project qualifies as a statutorily exempt project. Under CEQA section 15282(h), any railroad grade separation project or reconstruction of an existing grade separation project is statutorily exempt. Since this project eliminates an existing at-grade railroad crossing, this project qualifies for this exemption. Staff recommends approval of this finding and delegation of signature authority on the Notice of Exemption (see Attachment "B") to the Director of Project Delivery.

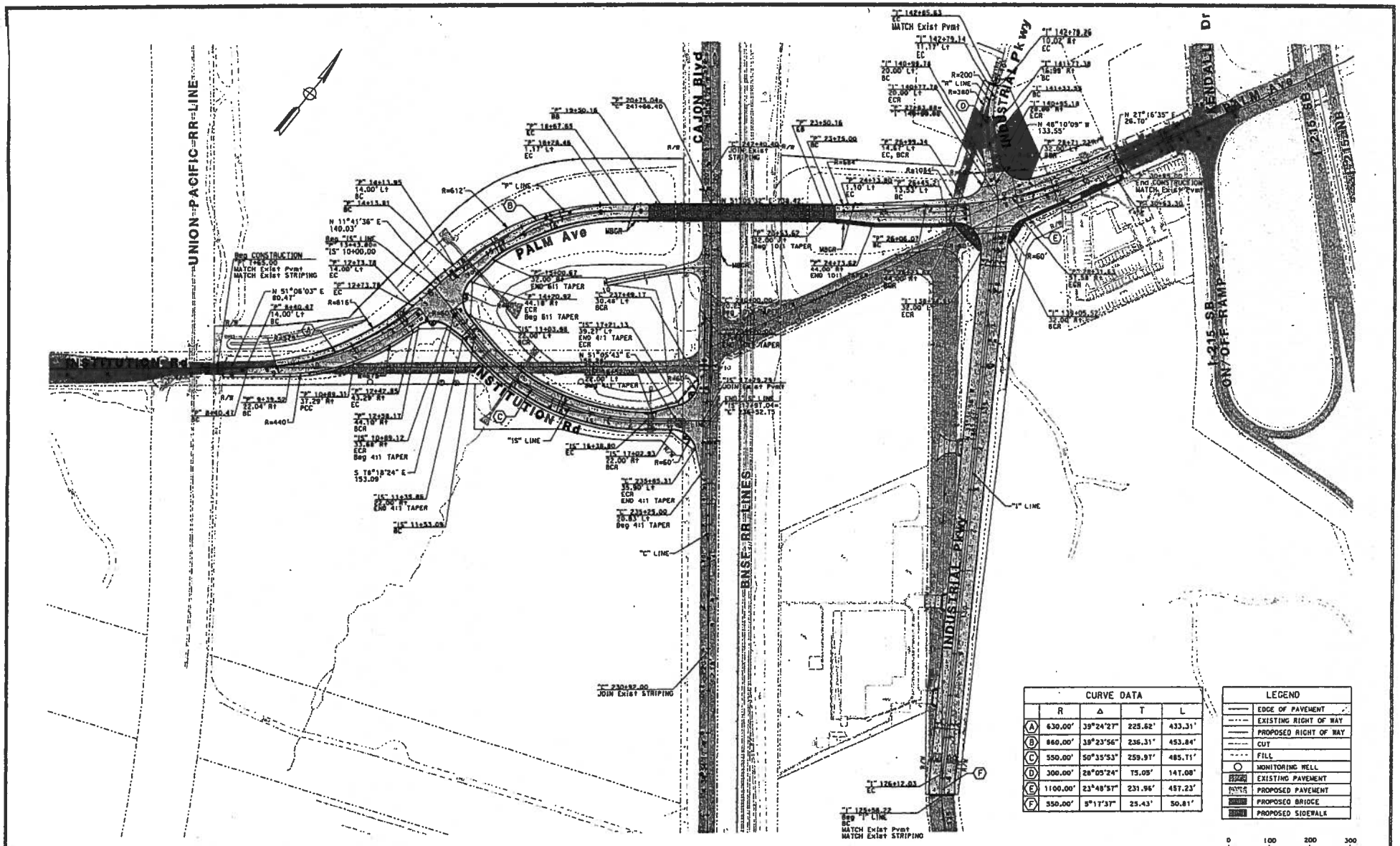
Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget for Task No. 87412000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202c-das
Attachments: BRD1202c1-das and BRD1202c2-das

BRD1202c1-das



CURVE DATA				
	R	Δ	T	L
A	630.00'	39°24'27"	225.62'	433.31'
B	860.00'	38°23'56"	236.31'	453.84'
C	550.00'	50°35'53"	259.97'	485.71'
D	300.00'	28°03'24"	75.05'	147.08'
E	1100.00'	23°48'57"	231.96'	457.23'
F	350.00'	5°17'37"	25.43'	50.81'

LEGEND	
	EDGE OF PAVEMENT
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	CUT
	FILL
	MONITORING WELL
	EXISTING PAVEMENT
	PROPOSED PAVEMENT
	PROPOSED BRIDGE
	PROPOSED SIDEWALK

0 100 200 300
SCALE 1"=100'

SEPTEMBER 2011

Underground Service Alert
Dial 811 from any phone nationwide

Governments SANBAG Working Together

CH2MHILL
1770 IOWA AVENUE, SUITE 200
RIVERSIDE, CA 92507

ENGINEER'S SEAL

MARK	REVISIONS	BY	APPR.	DATE
BENCH MARK:				

APPROVED _____
CITY CIVIL ENGINEER
REGISTERED CIVIL ENGINEER NO. _____
SCALE: 1"=100'
DRAWN BY: JULIAN HERNANDEZ
CHECKED BY: ALICIA CANNON
RECOMMENDED BY: JERRY ROMANA

CITY OF SAN BERNARDINO
DEVELOPMENT SERVICES—PUBLIC WORKS/ENGINEERING

PALM AVENUE GRADE SEPARATION
GEOMETRIC APPROVAL DRAWINGS
ROADWAY LAYOUT

FOR CITY USE ONLY: FILE NO. _____ W.O. NO. _____

DRAWING NO. GAD RL-01
SHEET 1 OF 3 SHEETS

Notice of Exemption

ATTACHMENT "B"

To: [X] Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

[X] County Clerk
County of: County of San Bernardino
385 North Arrowhead Avenue, Second Floor
San Bernardino, CA 92415

Project Title: Palm Avenue Grade Separation Project

Project Location – Specific: The limits of the Project are from Palm Avenue (560 feet southwest of I-215) and the Union Pacific Railroad ROW that runs perpendicular to Institution Road.

Project Location – City: San Bernardino **Project Location–County:** San Bernardino

Description of Nature, Purpose, and Beneficiaries of Project

The Project will elevate Palm Avenue and provide an above-grade separation from the Burlington Northern Santa Fe railroad tracks. The benefits of the project include improved vehicular traffic flow and motorist safety, improved emergency vehicle response time, and air quality improvements.

Name of Public Agency Approving Project: San Bernardino Associated Governments

Name of Person or Agency Carrying out Project: San Bernardino Associated Governments

Exempt Status: (*check one*)

- [ ] Ministerial (Sec. 21080 (b) (1); 15268)
- [ ] Declared Emergency (Sec. 21080 (b) (3); 15269 (a));
- [ ] Emergency Project (Sec. 21080 (b) (4); 15269 (b) (c));
- [ ] Categorical Exemption. State type and section number;
- [X] Statutory Exemptions: State code number; 15282(h)

Reasons why project is exempt: Pursuant to CEQA Guidelines 15282(h) the project is a railroad grade separation project which eliminates an existing grade crossing.

Lead Agency Contact Person: Garry Cohoe **Area Code/Telephone/ Extension:** (909) 884-8276

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [X] Yes [ ] No

Signature: _____ Date: _____ Title: _____

[X] Signed by Lead Agency
[ ] Signed by Applicant

Date received for filing at OPR:

BRD1202c2-das

Revised October 1989

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 20

Date: February 1, 2012

Subject: Colton Crossing Rail Grade Separation Project

Recommendation:* Approve Trade Corridors Improvement Fund Agreement (TCIF) No. C12182 with Caltrans for the reimbursement of TCIF funds allocated to the Colton Crossing Rail Grade Separation Project.

Background: **This is a new Agreement.** The Colton Crossing project is funded with Federal, State, and private railroad funds. On May 7, 2010 the California Transportation Commission (CTC) programmed $91,305,000 in TCIF funds. On February 17, 2010, $33.8 million of Transportation Investment Generating Economic Recovery (TIGER) funds were granted to the project, one of three projects in the State. Approximately $73 million of the project cost will be funded by Union Pacific Rail Road (UPRR) and BNSF Railway (BNSF). The CTC designated SANBAG as the Responsible Agency in charge of administering the TCIF funds, and the Board accepted this role by executing TCIF Baseline Agreement C10229 in May 2010.

In June 2011, the Board approved Construction and Maintenance (C&M) Cooperative Agreement No. C11217 with the City of Colton, UPRR, and BNSF for the construction of the Colton Crossing project. Under the terms of C&M agreement No. C11217, UPRR is the lead for the construction phase of the project and is responsible for procuring and awarding the construction contract; and SANBAG is the implementing agency responsible for administering the TCIF funds. As the administrator of the TCIF funds, SANBAG will receive invoices

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

	COG	X	CTC		CTA		SAFE		CMA

Check all that apply
BRD1201e-ks
Attachments: C12182 and BRD1202e1-ks

from UPRR, review and validate the invoices, forward the invoices to Caltrans to request reimbursement, and disburse the funds to UPRR after receipt of payment from Caltrans. In order to be able to bill Caltrans for the TCIF funds, Trade Corridors Improvement Fund Agreement No. C12182 must first be executed between SANBAG and Caltrans.

Staff is recommending that the Board approve Trade Corridors Improvement Fund Agreement No. C12182 between SANBAG and Caltrans to enable the timely billing and receipt of TCIF funds allocated to the Colton Crossing project.

Financial Impact: The item is consistent with the current 2011/2012 fiscal year budget. SANBAG's role is limited to the collection and disbursement of the TCIF funds.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1201e-ks
Attachments: C12182 and BRD1202e1-ks

CONTRACT SUMMARY SHEET

Contract No. C 12182 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Caltrans

Contract Description Trade Corridors Improvement Fund (TCIF) Agreement for the Colton Crossing Grade Separation Project.

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve C12182 with Caltrans

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

CONTRACT OVERVIEW

Original Contract Amount	$	91,305,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	91,305,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	91,305,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
February 1, 2012	August 15, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 87912000
☐ 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 1/4/2012

Task Manager Signature	1-4-12 Date	Project Manager Signature	1-4-12 Date
Chief Financial Officer Signature	1/4/12 Date	Contracts Manager Signature	1/17/12 Date

UNIT	PROJECT ID	PHASE	PROGRAM CODE	OBJECT	PROJECT NUMBER	ENCUMBRANCE DOCUMENT NO.
3823	0000020887	S	30.20.723.000	049	TCIF-083	
STATUTES	CHAPTER	FISCAL YEAR	ITEM	TASK SUBTASK	FUND SOURCE	AMOUNT
2011	33	2011-2012	2660-304-6056	1210	TCIF-1B	$91,305,000
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance. FUNDS CERTIFIED BY:						DATE

AGREEMENT

THIS AGREEMENT made and entered into this **1st day of February 2012**, by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as **State**, and THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS, a joint powers agency (SANBAG), hereinafter referred to as **Public Agency**.

WITNESSETH

WHEREAS, pursuant to the provisions of Sections 8879.23(c)(l) and 8879.50 of the California Government Code, the California Transportation Commission (CTC), by Resolution No. TCIF –A–1112-01, issued on April 10, 2008, established Trade Corridors Improvement Fund (TCIF) Guidelines (Exhibit A attached); and

WHEREAS, by the CTC initiated a process to select projects and the **Colton Crossing Grade Separation Project** (hereinafter "**Project**") was selected for funding. (SANBAG) hereinafter Public Agency; and

WHEREAS, on **March 15, 2010**, **Public Agency** entered into a Project Baseline Agreement, hereinafter **Baseline Agreement**, for the construction and maintenance of said **Project** (Project Baseline Agreement) (Exhibit A attached); and

WHEREAS, **Public Agency** has certified and reaffirms herein to **State** that sufficient **Public Agency** funds are available to construct the **Project**, and that all other matters, including regulatory approval and environmental clearance, prerequisite to awarding a construction contract within a period of one year after the allocation, has been or will be taken care of within that time; and

WHEREAS, an agreement is to be entered into between **Public Agency** and **State** to provide reimbursement to **Public Agency** in a sum not to exceed the CTC allocation of $91,305,000 (Resolution TCIF-A-1112-01 at the August 2011 CTC Meeting) from the TCIF fund: and

WHEREAS, reimbursement is provided subject to the **Public Agency** establishing to the satisfaction of **State** that all sums expended by **Public Agency** for **Project** are reasonable and a necessary part of the **Project** as defined by the Commission Guidelines and the Project's Baseline Agreement;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, **State** and **Public Agency** agrees as follows:

1. **Public Agency** hereby reaffirms its prior certification that it has sufficient **Public Agency** funds to construct the **Project**.
2. **Public Agency** agrees to comply with all current TCIF guidelines as if set forth fully herein and in the **"Baseline Agreement"**.
3. The **Project** scope (Exhibit B), a description of anticipated benefits (Exhibit F), and delivery schedule (Exhibit C) are attached hereto as the Project Benefit Form.
4. The **Project** budget and funding plan are attached hereto as the Project Programming Request Form (PPR) (Attachment A attached).
5. The **Project** Study Report For The Colton Crossing Grade Separation Project are attached hereto as the Final Project Study Report (Attachment B attached).
6. **Public Agency** will undertake **Project** using its own documented management, project delivery procedures and practices.
7. The costs attributable to **Project** are limited to the following:

   The funds will be limited to the costs of construction work.

   Public Agency agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Public Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.
8. **Public Agency** agrees to submit quarterly reports on the activities and progress made toward implementation of the **Project**, including **Project** development prior to receipt of a TCIF allocation, to the California Transportation Commission and to the California Department of Transportation.
9. As promptly as possible, and in any event within one year after the TCIF allocation, **Public Agency** shall award a contract for construction of **Project** pursuant to the laws governing the **Public Agency** in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of **Public Agency**. Construction shall be under the control of **Public Agency**.
10. As the work progresses, and upon receipt of a valid invoice, **State** will promptly reimburse **Public Agency** all allowable construction cost authorized, not to exceed **$91,305,000 allocated/$201,989,000 project cost**, the amount approved for allocation

under the TCIF Program. The **Public Agency** shall submit invoices in accordance with Chapter 5 of the Department of Transportation's Local Assistance Procedures Manual. The final invoice shall include a detailed statement of all costs, both reimbursable and matching, as required under the TCIF Program Guidelines. Should the total construction costs for the project, as described, be less than or equal to the original projects cost, those costs savings are to be returned to the **STATE** as immediately due and payable.

11. Within six (6) months after the **Project** becoming operable, the **Public Agency** will provide a final delivery/close out report to State program manager. Final reports will be posted on the bond accountability web site and made available to the California Transportation Commission and the **State**. The report shall include a comparison between the **Project** application and the final **Project** detailing differences in the scope of the completed **Project**, its final costs compared to the approved **Project** budget, actual construction schedule compared to the initial **Project** schedule, and performance compared to anticipated benefits.

12. **Public Agency** will also provide a final bill to supplement the final delivery report at the completion of the **Project**. The **final bill** is to reflect final **Project** expenditures at the conclusion of all **Project** activities. The **final bill** will consist of a detailed statement of the cost of the **Project**, which will be furnished to the **State**. Upon approval of the "**final bill**" **State** will pay **Public Agency** the balance not already reimbursed, if any, of "**State's** share of said costs. If upon final accounting it is determined that **State** previously paid more than its share of said participating portion of **Project** cost, computed in said manner, **Public Agency** will refund to bond fund the difference between **State's** share of the participating portion of **Project** cost, and the amount paid by **State**.

13. **Public Agency** agrees that the **State**, the California Department of General Services, the California Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Public Agency** agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. **Public Agency** 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, Construction Contractor 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 seq., CCR Title 2, Section 1896).

14. Any obligation by **State** for payment of moneys contained herein is subject to and contingent upon the **Public Agency** establishing to the satisfaction of **State** that all sums expended by **Public Agency** for **Project**, for which **Public Agency** requests partial reimbursement from **State**, are reasonable and are a necessary part of **Project**.

15. Payment of invoiced **State** funds to **Public Agency** for **State's** share of the **Project**, must be made within four years after the date of project allocation, otherwise the un-disbursed balance shall revert to **State**.

16. Any progress payments made by **State** pursuant to Section 9 herein are not an admission by **State** that such expenditures were reasonable and a necessary part of the **Project**, and if **State** finds later that such expenditures were not reasonable and a necessary part of the **Project**, **Public Agency** will reimburse **State** for such advance funds.
17. Two (2) copies of each invoice shall be submitted to the **State**.
18. All invoices and all written correspondence from **Public Agency** to **State** will reference this Agreement Number **75A0XXX**.
19. All **Public Agency** invoices for payments are to be submitted to the following address:

    California Department of Transportation
    Division of Rail
    P.O. Box 942874-MS 74
    Sacramento, CA 94274-001

    Attn: Trade Corridors Improvement Fund (TCIF)

20. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the agreement is binding on any of the parties.
21. ASSIGNMENT: This Agreement is not assignable in whole or in part, without the consent of the **State** in the form of a formal written amendment.
22. PERIOD OF PERFORMANCE: Reimbursable work under this Agreement shall begin no earlier that **August 15, 2011**, and will terminate on **August 15, 2014**, unless there is a formal written amendment extending the period of performance.
23. INDEMNIFICATION: **Public Agency** agrees to indemnify, defend and save harmless the **State**, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
24. DISPUTES: **Public Agency** shall continue with its responsibilities under this Agreement during any dispute.
25. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the **State** of California.
26. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

27. RESOLUTION: A County, City, District, or other local public body must provide the **State** with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, and authorizing execution of this Agreement.

28. AIR OR WATER POLLUTION VIOLATION: Under the **State** laws, the **Public Agency** shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

29. DISPUTES

    a) Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the State's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be the final decision of the State.

    b) Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the **Public Agency** from full and timely performance in accordance with the terms of this Agreement.

    c) The final decision by the State's Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.

30. TERMINATION

    a) The State and SANBAG mutually have the right to terminate this Agreement without cause upon thirty (30) days written notice to the **Public Agency** or immediately in the event of material breach by the **Public Agency**.

    b) In the event that the total contract amount is expended prior to the expiration date, the **State** may, at its discretion, terminate this Agreement with 30 days notice to **Public Agency**.

31. LAWS TO BE OBSERVED: The **Public Agency** shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. **Public Agency** shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The **Public Agency** shall protect and indemnify the **State** of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an

employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the **Public Agency** shall immediately report the same to the contract manager in writing.

32. SPECIFIC STATUTORY REFERENCE: Any reference to certain statutes in this Agreement shall not relieve the **Public Agency** from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished hereunder.

33. LIABILITY INSURANCE PROVISIONS

a) **Public Agency** is responsible for any deductible or self-insured retention contained within the insurance program.

b) The insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the **State.**

c) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the **State** at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.

d) In the event **Public Agency** fails to keep in effect at all times the specified insurance coverage, the **State** may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

e) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the **State.**

f) The **State** will not be responsible for any premiums or assessments on the policy.

1. Commercial General Liability

i. **Public Agency** shall maintain general liability with limits of not less than **$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

ii. The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

2. Workers' Compensation/Employer's Liability: **Public Agency** shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement,

including special coverage extensions where applicable. Employer's liability limits of $1,000,000 per incident shall be required.

34. LABOR CODE COMPLIANCE: PREVAILING WAGES: If the work performed on this **Project** is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance **Public Agency** must conform to the provisions of Labor Code sections 1720 through 1815 and all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **Public Agency** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **Public Agency**'s own forces is exempt from the Labor Code's prevailing wage requirements.

35. PREVAILING WAGE REQUIREMENTS IN SUBCONTRACTS: **Public Agency** shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a public work as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **Public Agency**'s contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY

_____

Cheryl Smith, Contract Officer
Division of Procurement and Contracts

San Bernardino Associated Governments

BY

_____

Larry McCallon,
President, Board of Directors

Attest:_____
Vicki Watson
Clerk of the Board

Approved as to Form and Procedure

BY: Robert J. Mestman for
Penny Alexander-Kelley
General Counsel

Concurrence:

BY: Kathleen Murphy-Perez
Kathleen Murphy-Perez
Contracts Manager

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY

_____

William D. Bronte, Chief
Division of Rail

Exhibit A

TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the Colton Crossing Rail Grade Separation Project, effective March 15, 2010, is made by and between the California Transportation Commission (Commission) and the California Department of Transportation (Caltrans) as the project sponsor, sometimes collectively referred to as the "Parties."

2. RECITAL

2.1 Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund (TCIF) and included in this program of projects the Colton Crossing Rail Grade Separation Project, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits. These items are detailed in the attached Project Programming Request Form (attached hereto as Attachment A), the Colton Crossing Rail Grade Separation Project Study Report (Attachment B), and in the Memorandum of Understanding (MOU) for the Colton Crossing Rail Grade Separation, executed March 15, 2010 between the California Department of Transportation, the Union Pacific Railroad Company (Union Pacific), and the BNSF Railway Company (Attachment C). This MOU includes a project benefits discussion, identified as MOU Exhibit F as "Description of Projected Public Benefits." These will serve as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies, based on the MOU with Union Pacific and BNSF Railway Company (BNSF), that the funding sources cited are expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

Caltrans, as the Project Sponsor, and by extension the Union Pacific and BNSF (as detailed in the attached MOU), agree to abide by the following provisions:

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193) and 2008 (Assembly Bill 268).

3.2 To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.

3.3 To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agencies, pursuant to provisions of the attached MOU between Caltrans and the Union Pacific and BNSF, agree to pursue funding for any additional costs of the project. Any change to the funding commitments and/or project scope outlined in this agreement requires an amendment.

3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.

3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, regarding the air quality impacts due to diesel emissions of particulates and other pollutants, and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulates and other pollutant emissions, the Department of Transportation, the Sponsoring Agencies, and the Corridor Coalitions understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures as a condition of the project moving forward, in accordance with the MOU the Union Pacific and BNSF must jointly commit, in writing, to the implementation of those mitigation measures.

3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work-related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

3.9 The California Transportation Commission, and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Union Pacific, the BNSF, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See the Project Programming Request Form (included as Attachment A), and the Estimated Project Schedule and Proposed Funding Plan Summary (included as Exhibit C in the attached MOU).

4.2 Project Scope

See the Colton Crossing Rail Grade Separation Project Study Report (Attachment B) and the Preliminary Description of the Project (MOU Exhibit B).

4.3 Project Benefits

See attached MOU Exhibit F, Description of Projected Public Benefits.

4.4 Other Project-Specific Provisions and Conditions

Several provisions are identified in the attached Colton Crossing Rail Grade Separation Project Memorandum of Understanding (Attachment C). This includes as MOU exhibits not otherwise mentioned above the Description of Premises (Exhibit A), Certain Key Terms and Concepts for Construction and Operation Agreement (MOU Exhibit E), and Description of Supplemental Funding Plan (MOU Exhibit G).

SIGNATURE PAGE

TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

Colton Crossing Rail Grade Separation Project

3/15/10

RANDELL H. IWASAKI **Date**
Director
California Department of Transportation

BILMA RHINEHART **Date**
Executive Director
California Transportation Commission

ATTACHMENT A

Colton Crossing Rail Grade Separation Project

Project Programming Request Form

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 8/09)

General Instructions

☐ New Project ☑ Amendment (Existing Project)				Date: 03/31/10
Caltrans District	**EA**	**PPNO**	**MPO ID**	**TCRP No.**
08	47700K	0150D	SCAG	

County	**Route/Corridor**	**Project Sponsor/Lead Agency**	**MPO**	**Element**
SBD	I-10	Caltrans	SCAG	RAIL

Project Title

Colton Crossing RR Grade Separation

PM Bk	**PM Ahd**	**Project Mgr/Contact**	**Phone**	**E-mail Address**
538.5	539.7	Tom Kim	(714) 504-8860	tom.kim@hdrinc.com

Location, Project Limits, Description, Scope of Work, Legislative Description

Construct grade separation structure to elevate two UPRR mainline tracks which currently cross two BNSF mainline tracks at grade in Colton, California to eliminate east-west train delay caused by north-south train traffic or vice versa.

Component	**Implementing Agency**	**Reimbursements**
PA&ED	SANBAG	
PS&E	Union Pacific / BNSF Railroads	
Right of Way	Union Pacific / BNSF Railroads	
Construction	Union Pacific / BNSF Railroads	

Legislative Districts

Assembly:	62	**Senate:**	32
Congressional:	43		

Purpose and Need

Eliminate a bottleneck in the regional rail network that exists where BNSF mainlines cross the UPRR mainlines in the City of Colton, otherwise known as the Colton Crossing. The specific project objectives include improving regional rail mobility and efficiency by eliminating the conflicting train movements at the crossing, discouraging a shift in goods movement from rail to truck because of conflicting train movements that cause delays and inefficiencies in rail traffic through the Colton Crossing, thus reducing the congestions impact that truck traffic has on the region's roads and freeways, and facilitating regional passenger rail service by minimizing delays at the Crossing, thus improving the operation and efficiency of passenger rail service.

Project Benefits

The project will provide capacity for future freight rail traffic increases, minimize air and noise impacts created by train delays and waiting, improve safety, reduce travel time, and improve access of NAFTA rail freight traffic to and from Mexico, Southern California, and the Ports of Los Angeles and Long Beach.

Project Milestone	**Existing**	**Proposed**
Project Study Report Approved		12/31/05
Begin Environmental (PA&ED) Phase		01/01/07
Circulate Draft Environmental Document — **Document Type** EIR/EIS		08/01/10
Draft Project Report		03/03/10
End Environmental Phase (PA&ED Milestone)		12/01/10
Begin Design (PS&E) Phase		06/01/10
End Design Phase (Ready to List for Advertisement Milestone)		06/21/11
Begin Right of Way Phase		01/01/11
End Right of Way Phase (Right of Way Certification Milestone)		09/01/11
Begin Construction Phase (Contract Award Milestone)		09/27/11
End Construction Phase (Construction Contract Acceptance Milestone)		03/31/14
Begin Closeout Phase		03/31/14
End Closeout Phase (Closeout Report)		12/31/14

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 8/09)

Date: 03/31/10

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0150D		47700K

Project Title: Colton Crossing RR Grade Separation

Existing Total Project Cost									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Implementing Agency
E&P (PA&ED)	3,689							3,689	SANBAG
PS&E			9,740					9,740	Union Pacific / BNSF Railroads
R/W SUP (CT)									
CON SUP (CT)									
R/W				1,082				1,082	Union Pacific / BNSF Railroads
CON							183,789	183,789	Union Pacific / BNSF Railroads
TOTAL	3,689		9,740	1,082			183,789	198,300	
Proposed Total Project Cost									
E&P (PA&ED)	3,689			9,800	6,600			19,889	
PS&E			1,600	10,000				11,600	
R/W SUP (CT)									
CON SUP (CT)									
R/W				7,950	2,650			10,600	
CON					48,000	63,900	46,000	158,900	
TOTAL	3,689		1,600	27,550	57,250	63,900	46,000	201,989	

Fund No. 1: Prop 1B - Trade Corridor Improvement Fund (TCIF)

Program Code: 20.XX.723.000

Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							97,305	97,305	
TOTAL							97,305	97,305	
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON							97,305	97,305	
TOTAL							97,305	97,305	

Fund No. 2: IIP - Public Transportation Account (PTA)

Program Code: 30.20.020.721

Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	3,689							3,689	Caltrans
PS&E									$2189 PAED voted 10/12/06 $1500 PAED voted 09/05/07
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	3,689							3,689	
Proposed Funding									**Notes**
E&P (PA&ED)	3,689							3,689	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	3,689							3,689	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 8/09)

Date: 03/31/10

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0150D		47700K

Project Title: Colton Crossing RR Grade Separation

Fund No. 3: BNSF/UP Railroads — Program Code: LOCAL FUNDS — Funding Agency:

Existing Funding

Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total
E&P (PA&ED)								
PS&E			9,740					9,740
R/W SUP (CT)								
CON SUP (CT)								
R/W				1,082				1,082
CON							86,484	86,484
TOTAL			9,740	1,082			86,484	97,306

Proposed Funding

E&P (PA&ED)				6,700	6,600			13,300
PS&E				9,500				19,500
R/W SUP (CT)								
CON SUP (CT)								
R/W				7,000	3,600			10,600
CON					6,000	12,000	15,795	33,795
TOTAL				23,200	16,200	12,000	15,795	67,195

Notes

Fund No. 4: ARRA Tiger — Program Code: — Funding Agency:

Existing Funding

Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Proposed Funding

E&P (PA&ED)				2,900				2,900
PS&E				2,100				2,100
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON					28,800			28,800
TOTAL				5,000	28,800			33,800

Notes

Fund No. 5: SANBAG, RCTC — Program Code: — Funding Agency:

Existing Funding

Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Proposed Funding

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Notes: No funding required or provided.

ATTACHMENT B

Colton Crossing Rail Grade Separation Project Study Report

Colton Crossing

Rail Improvement Project

Project Study Report

March 15, 2010

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Section 1 Introduction

Colton Crossing is an at-grade junction of two BNSF Railway (BNSF) San Bernardino Subdivision mainline tracks running in a north-south direction and Union Pacific Railroad (UPRR) Alhambra / Yuma Subdivision mainline tracks running in an east-west direction. Conflicting train movements result in trains being delayed which compromises the operational and economic effectiveness of these critical freight corridors. The proposed improvement will result in the two UPRR tracks being elevated to cross over the two BNSF tracks, eliminating a significant majority of the delay at Colton Crossing. The proposed project will reduce emissions and improve mobility for local vehicle traffic and freight rail traffic. If this bottleneck is not addressed, delay for both vehicles and rail traffic will only continue to increase.

Section 2 Background

BNSF owns, dispatches, and maintains the north / south tracks. UPRR owns, dispatches, and maintains the east / west tracks. The junction (i.e. diamond) itself is dispatched by BNSF. Union Pacific utilizes trackage rights on BNSF's San Bernardino Subdivision (north / south) dating back to 1915. In fourth quarter 2006, approximately 129 trains, on average, occupied this crossing on a daily basis. BNSF operated approximately 60% of the trains and UPRR operated approximately 40% of the trains.

Section 3 Purpose and Need

The Purpose of the proposed project is to eliminate a bottleneck in the regional rail network that exists where BNSF mainlines cross the UPRR mainlines in the City of Colton, otherwise known as the Colton Crossing. The specific project objectives include:

- Improve regional rail mobility and efficiency by eliminating the conflicting train movements at the Crossing.
- Discourage a shift in goods movement from rail to truck because of conflicting train movements that cause delays and inefficiencies in rail traffic through the Colton Crossing, thus reducing the congestions impact that truck traffic has on the region's roads and freeways.

- Facilitate regional passenger rail service by minimizing delays at the Crossing, thus improving the operation and efficiency of passenger rail service.

The Colton Crossing project has been discussed for decades, and received increasing attention with the rapid growth of rail intermodal traffic (starting in the 1990s) that in turn resulted in larger delays to area highway traffic at rail-highway crossings. The need for improvements at Colton Crossing has been documented in the following studies:

- California Goods Movement Action Plan, January 2007;
- California State Rail Plan 2007–08 to 2017-18;
- Inland Empire Railroad Main Line Study, June 2005;
- Multi-County Goods Movement Action Plan, April 2008; and
- National Rail Freight Infrastructure Capacity and Investment Study, September 2007.

These reports include an extensive amount of data that has been thoroughly analyzed in determining the need for improvements at Colton Crossing. Each report concluded:

1. Improvements are required at Colton Crossing to eliminate an existing bottleneck whose delay is currently estimated at 74,900 train hours annually;[1]
2. Improvements to the rail system, including Colton Crossing, will discourage a shift to truck traffic, which could have significant positive effects on air quality and congestion; and
3. Improvements are necessary to accommodate rail traffic demands.

[1] Public Benefit Study for Colton Crossing Grade Separation, Final Report, HDR | HLB Decision Economics Inc., February 2008

Section 4 Corridor and System Coordination

As noted by AASHTO, these two rail lines handle more than 70% of the potential intermodal rail traffic, both containers and trailers-on-flat cars, flowing between Southern California and the Midwest and East Coast.[2] Approximately 40% of all containerized traffic entering or leaving the U.S. passes through the Ports of LA/Long Beach, more than 60% of the port volume is moved inland through the L.A. Basin, and the vast majority of that traffic moves via rail over Colton Crossing. The crossing's importance is not limited to the ports, however, as 40% of its traffic serves other businesses in the State of California and is not related to the ports. For example, the crossing plays an important role in moving high-value consumer packages, and more than 90% of the automobiles manufactured in the United States and sold in Southern California utilize the crossing. Furthermore, consumer products, forest products, processed foods, and construction materials move via rail to and from various parts of the United States to Southern California. Each year the railroads originate or terminate over 1.6 million units of traffic, excluding international intermodal, which supports local industry in the Los Angeles basin.

Colton Crossing is a major chokepoint of the Southern California rail network, with an average of 129 train operations (including three Amtrak intercity passenger trains and eight Metrolink commuter trains) per day at its peak in 2006. Although demand has moderated due to the economic retraction since 2006, congestion is expected to grow increasingly worse as passenger train counts increase and when the economic demand for additional freight shipments returns. For example in 2007, freight trains experienced delays up to several hours (with an average of one hour delay at the crossing) as they waited for other trains to pass through the crossing. These delays cascade through the nation's rail network, requiring both UP and BNSF to hold trains as far as 20-50 miles from Colton in order to fit them into operating "gaps" at the crossing. These systemic delays not only have a direct time impact on how long it takes to move goods across the country, but the range of delays also severely affects the reliability of shipping goods via rail. Shippers have higher inventory costs, as they need to hold larger stockpiles of materials to avoid shortages if/when shipments arrive late. The impacts of delays at

[2] "Freight-Rail Bottom Line Report," AASHTO, 2008.

Colton Crossing limit the viability of rail in certain markets (particularly for high value goods), resulting in additional truck trips taken on already congested Interstate highways.

The crossing's congestion causes negative impacts in the city of Colton, California, and the surrounding area. Diesel locomotives sometimes idle for long periods as they wait for a crossing window, and more than 24 rail-highway crossings can be blocked by trains that are moving slowly (due to railway congestion) as they approach Colton Crossing. The road delays at these affected rail-highway grade crossings are significant (it is estimated that an average of nearly 3 million person hours per year will be saved at affected rail-highway grade crossings when the Colton Crossing grade separation project is implemented), and these road delays contribute additional emissions. Once the trains move through the crossing, which happens an average of once every 10 minutes (24 hours per day), the trains generate noise impacts when the slack in the coupling between cars is removed and again when each rail wheel eventually travels over the four gaps at the "diamond" crossing.

Section 5 Alternatives

A number of alternatives were analyzed to identify the preferred alternative for this project. The alternatives analyzed include:

- Do not construct any grade separation;
- Elevate UPRR Alhambra / Yuma Subdivision tracks over the BNSF San Bernardino Subdivision tracks;
- Elevate BNSF San Bernardino Subdivision tracks over the UPRR Alhambra / Yuma Subdivisions tracks;
- Depress BNSF San Bernardino Subdivision tracks under the UPRR Alhambra / Yuma Subdivision tracks;
- Depress UPRR Alhambra / Yuma Subdivision tracks under the BNSF San Bernardino Subdivision tracks; and
- Elevate UPRR Los Angeles Subdivision tracks over the BNSF San Bernardino Subdivision tracks.

The no build alternative was not acceptable given the existing delays and projected growth for this critical railroad junction, hindering and restricting goods movement through the rail corridor, resulting in more trucks on already congested highways.

The preferred alternative was modeled and it was determined that the grade separation would virtually eliminate all delays for the north / south BNSF line, and would also eliminate approximately 80% of the delay on the east / west UPRR line.

Section 6 Environmental Status

The state's Environmental Impact Review (EIR) is currently underway, and the draft EIR is expected to be complete and circulated for review by the third quarter 2010. No private property would be taken for the construction of the project and the only right-of-way acquisition needed for the project is an approximately 40-foot wide strip of state-owned land that is part of the Interstate-10 right-of-way (Caltrans has agreed to convey the right-of-way to the project). There is a remote potential that an endangered species could inhabit the area (the Delhi Sands fly is found in parts of San Bernardino and Riverside Counties), however, field surveys underway (beginning in the summer of 2009) have thus far indicated that this species is not expected to be found in the project area. No additional environmentally related actions are anticipated to be needed.

With the award of the USDOT American Recovery and Reinvestment Act (ARRA) Transportation Investment Generating Economic Recovery (TIGER) grant, a federal NEPA evaluation will also be required. An Environmental Assessment (EA) may be needed, which could take up to six months. The project schedule anticipates that the NEPA process will begin (with scoping) in April 2010 and conclude by December 2010, drawing heavily on work already done under the state environmental process. It is anticipated that the project will receive a Finding of No Significant Impact (FONSI), although there may be a path under which a Categorical Exclusion is possible.

Section 7 Cost Estimates/Funding

Project Element Cost Estimates

The project scope includes:

- Construct a structure, approximately 7,250 feet long, between Rancho Avenue (MP 538.5) and Mount Vernon Avenue (MP 539.7) with a 0.65% grade at the west approach and a 1.17% grade at the east approach;
- Two mainline tracks and a maintenance road will be constructed on the structure;
- Opening under the grade separation structure for the BNSF tracks would accommodate a potential third BNSF mainline track with 20 ft track centers;

- The existing UPRR mainline 2 track would be converted to a switching lead track between West Colton yard and Old Cotton yard with an at grade crossing diamond at the junction with the BNSF;
- Modify existing northwest quadrant connection between UPRR and BNSF tracks to connect to UPRR's existing mainline 2 track; and
- Design provides for future connection between UPRR and BNSF tracks in the southwest quadrant.

The project costs (in millions) are summarized as follows.[3]

	Total	Percentage
Project Approval and Environmental	$19.8	9.8%
Plans, Specifications and Estimates	$11.6	5.7%
Right-of-Way	$10.6	5.3%
Construction (Capital and Support)	$160.0	79.2%
TOTAL	**202.0**	**100.0%**

Funding (in millions)

The following funding allocation has been identified.

Source	Amount	Percentage
UPRR	$49.7	24.6%
BNSF	$7.5	3.7%
Supplemental Funding – (responsibility of UPRR)	$10.0	5.0%
USDOT – ARRA TIGER GRANT	$33.8	16.7%
CALIFORNIA TCIF	$97.3	48.2%
CTC STIP (for PA&ED)	3.7	1.8%
TOTAL	$202.0	100.0%

[3] Due to rounding, the total amount may deviate slightly from the actual total.

UPRR and BNSF are committed to providing the funding identified above subject to mutually agreeable funding terms and conditions. The final project concept, design, and scope may be modified prior to construction as the result of final engineering, an environmental assessment, and/or an updated economic analysis.

In addition to the private match, the future maintenance of the new infrastructure as a result of the rail improvement project would be privately funded by the railroads.

Section 8 Schedule

The preliminary project schedule is outlined below.

Project Schedule

Begin Permitting / NEPA	Underway
Complete Preliminary Engineering, Technical Studies	June 2010
Begin Design – Track & Structures	June 2010
Begin Design – Signal	August 2010
Circulate Draft EIR/EA	August 2010
Complete PAED/Final EIR and EA	December 2010
Begin ROW Acquisition	January 2011
Begin Utility Relocation	March 2011
Complete Construction & Maintenance Agreement	March 2011
Complete Definitive Agreement	March 2011
End Permitting / NEPA	June 2011
End Design – Track & Structures and Signal	June 2011
Begin Project Bid Process	July 2011
End ROW Acquisition	September 2011
End Utility Relocation	September 2011
End Project Bid Process	September 2011

Begin Construction	September 2011
End Construction	March 2014

Section 9 Project Reviews

The proposed project is subject to Project approval and environmental clearance processes necessary to comply with the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act (NEPA). Final review will also be required before the allocation of TCIF funds by the California Transportation Commission, and by the Federal Railroad Administration (FRA), in their administration of the ARRA TIGER funds. Any change in the Project budget, funding plan or schedule identified will be reviewed by the State, FRA and Railroads.

ATTACHMENT C

Colton Crossing Rail Grade Separation Project

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Colton Crossing Rail Grade-Separation Project

This Memorandum of Understanding ("**Memorandum**"), dated this 15th day of March 2010, is by and between the State of California, acting through its Department of Transportation (the "**State**"), Union Pacific Railroad Company ("**Union Pacific**"), and BNSF Railway Company ("**BNSF**"). For purposes of this Memorandum, the State, BNSF, and Union Pacific are sometimes collectively referred to as "parties" and individually as a "party." Likewise, BNSF and Union Pacific are sometimes collectively referred to as the "railroads."

This Memorandum is made with reference to the following recitals:

A. The parties agree that an efficient and capable freight rail system is critical to assuring the growth of the State's economy. As stated in the California State Rail Plan 2007-08 to 2017-18, an ongoing partnership with freight railroads and others is required to maximize benefits, including freight mobility, safety, energy, and environmental objectives. Working together to eliminate rail infrastructure chokepoints and improve rail-system efficiency is essential to achieving these goals.

B. The Colton Crossing consists of two BNSF San Bernardino Subdivision mainline tracks that run north/south and cross two Union Pacific Yuma Subdivision mainline tracks that run east/west. The BNSF and Union Pacific tracks cross at grade and perpendicular to one another. The railroads own or have the right to use and operate over the real property and rail facilities at and near the Colton Crossing, as more particularly described in Exhibit A (the "**Premises**"). The Colton Crossing causes delays and congestion because trains must stop and wait for other trains on conflicting tracks to pass through the crossing.

C. The majority of passenger and freight rail movements between Los Angeles, the Inland Empire, and points east must pass through the Colton Crossing. Elsewhere on these corridors, BNSF and Union Pacific have both made capacity improvements whose long-term capacity value may not be fully realized because of the constraints created by the Colton Crossing.

D. The parties propose a project to grade-separate the Colton Crossing (the "**Project**"). As described in Exhibit B, the Project would consist of a flyover to elevate the Union Pacific mainline tracks and permit trains traveling on the BNSF tracks to pass beneath the Union Pacific tracks without conflict of movement. As set forth in greater detail in Exhibit F, the parties expect that the Project will:

a. Improve freight train corridor mobility through the region;

b. Reduce train delays caused by conflicting movements at the Colton Crossing, thus improving reliability of both passenger and freight trains;

c. Improve local and regional air quality by reducing the time that locomotives spend idling and by reducing truck volumes on local roads and freeways;

d. Minimize noise associated with train staging operations and idling locomotives;

e. Reduce long-term congestion and improve safety on the regional freeway network by shifting loads from trucks to trains and reducing the number of interstate trucks traveling on the freeways;

f. Increase the efficiency of rail movement in the region, thereby enhancing the competitiveness of the Port of Los Angeles and Port of Long Beach;

g. Create employment opportunities related to the construction of a major rail improvement project.

E. On November 7, 2006, California voters approved The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 as Proposition 1B (the "**Act**"). The Act provided for $2 billion to be transferred to the Trade Corridors Improvement Fund (the "**TCIF**") for infrastructure improvements along corridors having a high volume of freight movement. The California Transportation Commission (the "**Commission**") thereafter, on November 27, 2007, established certain guidelines by which the TCIF program will be implemented and, on April 10, 2008, adopted certain clarifying resolutions (collectively, the "**TCIF Guidelines**"). The parties agree that the Project satisfies the TCIF Guidelines and qualifies as the type of project for which TCIF funds should be used.

F. On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act ("**ARRA**"). Among other things, the ARRA created the Transportation Investment Generating Economic Recovery ("**TIGER**") program. The TIGER program authorizes the Secretary of Transportation to issue up to $1.5 billion in grants on a competitive basis for capital investments in surface transportation infrastructure projects that will have a significant impact on the nation, a metropolitan area, or a region. Passenger and freight rail projects are among those eligible for TIGER grants. The ARRA authorizes funding for TIGER grants through September 30, 2011. The parties applied for TIGER funding for the Project, as reflected in Exhibit G. On February 17, 2010, the Secretary of Transportation granted $33.8 million in TIGER funds for the Project.

G. The parties have submitted the construction of the Colton Crossing Grade Separation Project for adoption into the TCIF program. As of April 10, 2008, the Commission has already programmed ninety-seven million, three hundred and five thousand dollars ($97,305,000) in TCIF funds for the Project, subject to the Commission's review of the Project's requirements and delivery schedule contained in the Project's baseline agreement. (*See*, Cal. Gov. Code §8879.52(d).)

H. The State and railroads now desire to enter into this Memorandum in order to outline some of the main terms that would govern the proposed investment in the Project of funds allocated by the Commission pursuant to the TCIF Guidelines (the "**State Contribution**"), the supplemental funds to be provided for the Project, the design and construction of the Project,

the achievement of public benefits to be realized as a result of the Project, and the process for negotiating and preparing binding Definitive Agreements (as defined below) to cover all such matters.

I. The parties acknowledge that the allocation of the State Contribution for construction of the Project is contingent upon, among other things, its adoption by the Commission pursuant to applicable law and the TCIF Guidelines, the appropriation of funds by the California state Legislature (the "**Legislature**"), the execution of a project baseline agreement (the "**Project Baseline Agreement**") between the State and the Commission, commitment of sufficient supplemental funds to complete the Project, and continued adherence to the accountability implementation plan adopted by the Commission, including the provision of financial and performance audits and quarterly progress reports.

NOW, THEREFORE, the parties agree as follows:

1. Project. The Project will consist of the construction and operation of various upgrades and improvements to the existing grade, tracks, signal, and related infrastructure located on the Premises. The current Project scope includes, without limitation, construction of an elevated flyover of the Union Pacific tracks over the BNSF tracks, as more specifically described in Exhibit B. Final Project concept, design, and scope may be reduced or expanded by mutual written agreement of the parties prior to commencement of construction of the Project as the result of final engineering, an environmental assessment, or an updated economic analysis. The parties agree that funding for the Project is subject to Project approval and environmental clearance processes necessary to comply with the California Environmental Quality Act ("**CEQA**"). The State will be the responsible CEQA lead agency. The Federal Railroad Administration will be the lead agency under the National Environmental Policy Act ("**NEPA**"). The Project is expected to generate significant public benefits as described in Exhibit F.

2. Project Baseline Budget. The railroads advise that as of the date hereof, (i) the Project baseline budget and schedule attached hereto as Exhibit C represent the estimated Project costs and the current Project funding plan and schedule, and (ii) the non-State Contribution funding described in Exhibit E and Exhibit G is expected to be available to fund part of the development of the Project in accordance with the contemplated Project scope, budget, and schedule, and is expected to be fully committed, consistent with the amounts and allocations set forth in Exhibit C and Exhibit E, at or prior to execution of the Definitive Agreements. Any change in the Project budget, funding plan, scope, or schedule described in the attached Exhibits B, C, E and G will require prior written approval of the parties, and may require an amendment to the Project Baseline Agreement or one or more Definitive Agreements, with any amendment to the Project Baseline Agreement requiring approval by the Commission.

3. Overall Schedule. The parties contemplate that, subject to obtaining all necessary approvals, the parties will enter into one or more agreements covering the construction, operation, maintenance, and funding of the Project, and implementation of public benefits generated by the Project (the "**Definitive Agreements**"), on a date no sooner than six months prior to the beginning of construction, which is currently projected to commence in September 2011. The parties contemplate that the railroads will complete construction of the Project and commence operations over the new improvements by dates to be established in the Definitive

Agreements. The parties further contemplate that negotiation of the Definitive Agreements for the Project, environmental review, and permitting will be conducted in accordance with the schedule attached hereto as Exhibit C. The parties agree to use reasonable efforts, including dedication of sufficient staff time as they respectively deem necessary, to meet the milestones set forth in Exhibit C.

4. Definitive Agreements. This Memorandum is intended by the parties as a summary of some, but not all, of the basic terms associated with the Project. Except for the confidentiality provisions, this Memorandum is non-binding. The parties contemplate that, subject to obtaining all necessary approvals from their respective governing bodies, they would enter into certain Definitive Agreements, including, but not limited to, the following:

(a) An Agreement for Construction, Funding, and Operation of the Colton Crossing Grade Separation Project that will cover the scope, construction, operation, maintenance, and funding of the Project (the "**Construction and Operation Agreement**"). The Construction and Operation Agreement will establish dates for the construction term, which dates shall be subject to adjustment for permitting, force majeure, and other approved delays as defined therein; provided that the parties acknowledge that, pursuant to the TCIF Guidelines, construction on the Project must commence by December 31, 2013 or the funding as contemplated herein may terminate. Similar terms will likewise be included to the extent they are necessary to reflect TIGER requirements. A brief summary of certain key terms in the Construction and Operation Agreement is attached hereto as Exhibit E. The parties may also enter into one or more ancillary agreements that they mutually agree are necessary or helpful in connection with the development, environmental review, permitting, or construction of the Project.

(b) An Agreement Regarding Implementation of Public Benefits that will detail the public benefits to be realized as a result of the Project (the "**Public Benefits Agreement**") and the plan to implement the same (to the extent it is not governed in the Construction and Operation Agreement). A brief summary of the contemplated public benefits that will accrue as a result of the Project and by when those benefits will be realized is attached hereto as Exhibit F. The parties may also enter into one or more ancillary agreements that they mutually agree are necessary or helpful in connection with the realization of public benefits from the Project.

5. Negotiations and Due Diligence. From the date of this Memorandum until such time that negotiations may be terminated as provided in Section 12 of this Memorandum, the parties contemplate that (i) each of the parties will use reasonable, good-faith efforts to negotiate and document each Definitive Agreement, including devoting sufficient staff and time as they deem appropriate to complete such negotiations; (ii) the railroads will grant permission to the State to inspect the Premises, provided that the State enters into each railroad's standard right-of-entry agreement, subject to review of forms and agreed-upon changes to such forms, for such inspections; and (iii) to the extent permitted by applicable law, the railroads will provide to the State information that is not proprietary, privileged, or subject to a confidentiality obligation and that is reasonably requested by the State concerning the Project or the subdivisions impacted by the Project that will assist the State in evaluating the costs and impacts of the Project and in identifying and evaluating the proposed public benefits of the Project. Prior to a railroad's

delivery of any such non-public information under this Section ("**Confidential Information**"), the parties will enter into confidentiality agreements that will govern the protection of such Confidential Information, which agreements, however, will be subject to the requirements of the California Public Records Act. Such confidentiality agreements will also include provisions for the State to notify the railroads of any requests the State receives to disclose Confidential Information.

6. Disbursement of Funds.

(a) Pursuant to the TCIF Guidelines, funding for projects adopted into the TCIF program will be allocated by the Commission from funds appropriated by the Legislature or from other state or federal funds appropriated to fund the TCIF program. The funds allocated to the Project will be disbursed by the State pursuant to a procedure to be set forth in the Construction and Operation Agreement.

(b) The parties acknowledge that all projects adopted into the TCIF program are statutorily mandated to have supplemental funding equal to or greater than the State Contribution (the "**Supplemental Funding Requirement**"). Local, federal, or private funds expended after the adoption of the Project into the TCIF program may be used to meet the Supplemental Funding Requirement; provided, however, that while the funding plan may include state funds in addition to the State Contribution, those additional state funds may not be used to satisfy the Supplemental Funding Requirement. Each railroad's supplemental funding obligation is described in Exhibit C and Exhibit E. The parties agree that any TIGER funding received for the Project will be applied to satisfy the Supplemental Funding Requirement.

(c) The parties acknowledge and agree that the approved State Contribution may be used only for the payment or reimbursement of construction costs, which shall be defined in the Construction and Operation Agreement.

7. Conditions Precedent. Conditions precedent to entering into the Definitive Agreements include:

(a) Demonstration of Public Benefits. The public benefits resulting from the Project must be commensurate with the anticipated investment of the State Contribution to the Project. The parties will cooperate in identifying and quantifying public benefits expected to result from the Project, drafting and executing the Public Benefits Agreement providing for the implementation and achievement of such public benefits, and in developing metrics for the measurement of public benefits realized over the economic life of the Project.

(b) Project Scope and Budget. The railroads acknowledge that the scope and layout of the Project is subject to the State's review and approval. The parties further acknowledge and agree that, pursuant to the TCIF Guidelines, the Project must satisfy the statutorily-required useful life for capital assets set forth in the California General Obligation Bond Law (Section 16727(a) of the California Government Code). In order to meet these requirements, the railroads would need to prepare and submit the scope, specifications, schedule, and budget for the Project to the State for review and approval in accordance with the schedule

set forth in Exhibit C. The railroads agree to respond within a reasonable time to any comments that the State may have.

(c) Commission Approval of Project. The Commission must adopt the Project pursuant to applicable law and the TCIF Guidelines.

(d) Dedication of TIGER Funding. The Secretary of Transportation must grant TIGER funds in an amount sufficient to satisfy that portion of the supplemental funding for the Project that the railroads have not committed to pay, as set forth in Exhibit C.

8. Ownership of Project Site and Improvements. The railroads either hold all property rights that will be necessary for the construction of the Project, or prior to commencement of construction, they shall acquire or cause to be acquired any such necessary rights.

9. Allocation of Environmental Benefits. The Definitive Agreements will contain provisions governing allocation of all environmental benefits and/or credits, including such credits as may be generically identified as marketable emissions credits under the Federal Implementation Plan or the California Implementation Plan or a similar program administered by any federal or California state agency or instrumentality, which may accrue, result, or become available as a result of the construction of the Project. As part of the Definitive Agreements, the Parties will evaluate how and which benefits will be allocated between the State and the railroads based upon each party's relative contribution toward such benefits.

10. Press Releases/Communications. The parties will cooperate in good faith during the term of this Memorandum to coordinate any press releases or other communications or statements to the press concerning the negotiations contemplated hereby or the proposed State funding for the Project.

11. Disclaimer of Liabilities. Except for the breach of any confidentiality provisions contained herein, no party shall have any liability to any other party for any liabilities; losses; damages, whether special, incidental or consequential; costs; or expenses incurred by such other party in the event the negotiations contemplated hereunder are terminated for any reason. Each party agrees that there are no representations or warranties concerning the Project, including but not limited to any implied warranties such as fitness for a particular use or merchantability. Except to the extent otherwise provided in any Definitive Agreement, each party shall be solely responsible for its own expenses, legal fees, and consultant fees related to the negotiations described in this Memorandum, regardless of whether any of the transactions contemplated herein are consummated. Notwithstanding any other provision herein, the terms of the Definitive Agreements shall govern questions regarding issues of liability, indemnity, and insurance with respect to the construction, maintenance, and operation of the Project.

12. Termination. The parties agree that any party to this Memorandum may unilaterally withdraw from negotiation or dealing with respect to the Project or the Definitive Agreements contemplated herein at any time, with or without cause, at the withdrawing party's sole discretion upon thirty days prior written notification to the other parties. Notwithstanding this Section, the terms of an executed Definitive Agreement shall govern the obligations of the

parties with respect to the grounds and manner of termination of the executed Definitive Agreement.

13. Preparation of Project Baseline Agreement. The parties agree to work together in good faith to negotiate and prepare the Project Baseline Agreement. The railroads further agree to work in good faith to provide the State with such information as it may need to prepare timely reports to the Commission in relation to the Project Baseline Agreement. The Parties acknowledge that this Memorandum shall be referred to in the Project Baseline Agreement and included as an attachment thereto.

14. Continuation of Existing Rail Service.

Amtrak operates passenger service on the Union Pacific and BNSF tracks located at the Colton Crossing. The Southern California Regional Railroad Authority ("**SCRRA**" or "**Metrolink**") operates by agreement on the BNSF tracks at this location. Plans for the Project will include provisions that coordinate passenger train operations through the Project limits on both lines during and after construction. As noted in Exhibit F, passenger lines are expected to enjoy the benefits of fewer delays after the Project is completed. Any effects to the on-time performance of passenger trains operating through the Colton Crossing during and after construction of the Project will be subject to and resolved on terms consistent with the operating agreements between the passenger and freight railroads and any agreements that the freight and passenger railroads may negotiate for purposes of operations during the construction period.

15. Miscellaneous.

(a) Governing Law. Except on subjects preempted by Federal law, this Memorandum shall be governed by and construed in accordance with the laws of the State of California.

(b) Headings. The Section headings in this Memorandum are for convenience only and shall not be used for any purpose in the interpretation of this Memorandum.

(c) Severability. If any clause or provision of this Memorandum is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Memorandum shall not be affected but shall remain in full force and effect.

(d) Exhibits. All of the exhibits attached to this Memorandum are hereby incorporated by this reference.

(e) Relationship of the Parties. Each party is and shall at all times be and remain independent from the other parties hereto and, except to the extent otherwise expressly set forth in the Definitive Agreements, shall not be deemed an agent of any other party. Nothing contained herein shall have the effect of creating a joint venture or partnership between or among any of the parties hereto. No party shall have any right or power to obligate or bind any other party in any manner whatsoever. This Memorandum is not intended and shall not be construed to create any beneficiary rights in any individual or entity not a party hereto. None of the parties hereto is a fiduciary of any other party.

(f) Amendments. This Memorandum cannot be modified or amended in any way except in writing, signed by the parties hereto.

(g) Notices. Any notice required or authorized to be given hereunder or any other communications between the parties provided for under the terms of this Memorandum shall be in writing, unless otherwise provided, and shall be served personally or by reputable express courier service or by facsimile transmission addressed to the relevant party at the address stated below or at any other address notified by that party to the other as its address for service. Any notice so given personally or by express courier service shall be deemed to have been served and received upon delivery, or attempted delivery, and any notice so given by facsimile transmission shall be deemed to have been served and received on dispatch. As proof of such service and receipt, it shall be sufficient to produce a receipt showing delivery, or attempted delivery, by personal service or by express courier service, or an activity report of the sender's facsimile machine showing the correct facsimile number of the party to whom notice is served and the correct number of pages transmitted. The parties' addresses for service are:

Union Pacific:
Union Pacific Railroad Company
10031 Foothills Boulevard
Roseville, CA 95747
Attention: Jerry Wilmoth
General Manager Network Infrastructure
Telephone: (916) 789-6360
Facsimile: (916) 789-6058

BNSF:
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
Attention: Dean Wise
Vice President, Network Strategy
Telephone: (817) 593-3156
Facsimile: (817) 352-7154

The State:
California Department of Transportation
1120 N Street
Sacramento, California 95814
Attention: William D. Bronte
Chief, Division of Rail
Telephone: (916) 654-6542
Facsimile: (916) 653-4565

(h). Counterparts. This Memorandum may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(i) Entire Agreement. This Memorandum constitutes a single, integrated, written contract expressing the entire agreement of the parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto,

except as specifically set forth herein. All prior discussions and negotiations have been and are merged and integrated into, and superseded by, this Memorandum.

(j) Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this Memorandum shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder will be deemed a waiver of any other or subsequent breach.

(k) No Presumption Against Drafting Party. This Memorandum and the provisions contained therein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of the Memorandum's provisions.

(l) Authority. Each individual executing this Memorandum hereby represents and warrants that he or she has the capacity set forth on the signature pages with full power and authority to bind the party on whose behalf he or she is executing the Memorandum.

(m) Assignment. This Memorandum shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns. No party may assign its rights or obligations under this Memorandum to a third party without the written consent of the other parties, except where assignment occurs as a result of a sale or transfer of all or substantially all of a party's assets pursuant to merger, sale, consolidation, combination, or order or decree of governmental authority.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties as of the date first written above.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:_____
RANDELL H. IWASAKI
Director
Department of Transportation

Approved as to Form:

By:_____
THOMAS C. FELLENZ
Deputy Chief Counsel
Department of Transportation

UNION PACIFIC RAILROAD COMPANY

By:_____
DENNIS J. DUFFY
Vice Chairman Operations
Union Pacific Railroad

Approved as to Form:

By:_____
DAVID M. PICKETT
General Attorney
Union Pacific Railroad

BNSF RAILWAY COMPANY

By:_____
Peter J. Rickershauser
Vice President
BNSF Railway Company

Approved as to Form:

By:_____
David Rankin
Senior General Attorney
BNSF Railway Company

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UNION PACIFIC RAILROAD COMPANY

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Vice Chairman Operations
Union Pacific Railroad

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General Attorney
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Vice President
BNSF Railway Company

Approved as to Form:

By:_____
David Rankin
Senior General Attorney
BNSF Railway Company

EXHIBIT A

Description of Premises

The Project is located in Colton, California where Union Pacific Railroad's Alhambra and Yuma Subdivisions (MP 538.7) intersect with BNSF's San Bernardino Subdivision.

EXHIBIT B

Preliminary Description of the Project

The Project would elevate Union Pacific's east / west tracks over the BNSF's north / south tracks. The planned project scope includes:

- Construct a structure, approximately 7,250 feet long, between Rancho Avenue (MP 538.5) and Mount Vernon Avenue (MP 539.7) with a 0.65% grade at the west approach and a 1.17% grade at the east approach
- Two mainline tracks and a maintenance road will be constructed on the structure
- Opening under the grade separation structure for the BNSF tracks would accommodate a potential third BNSF mainline track with 20 ft track centers
- One of the existing UPRR mainline tracks would be converted to become the Colton Yard lead / Yuma connector track with an at-grade crossing diamond at the junction with the BNSF
- Modify existing northwest quadrant connection between UPRR and BNSF tracks to connect to UPRR's existing mainline 2 track
- Design provides for future connection between UPRR and BNSF tracks in the southwest quadrant

EXHIBIT C

Estimated Project Schedule and Proposed Funding Plan Summary

Project Schedule

Begin Permitting / NEPA	Underway
Complete Preliminary Engineering / Technical Studies	June 2010
Begin Design – Track & Structures	June 2010
Begin Design – Signal	August 2010
Circulate Draft EIR/EA	August 2010
Complete PAED/Final EIR and EA	December 2010
Begin ROW Acquisition	January 2011
Begin Utility Relocation	March 2011
Execute Public Benefits Agreement	March 2011
Execute Construction & Maintenance Agreement	March 2011
End Permitting / NEPA	June 2011
End Design – Track & Structures and Signal	June 2011
Begin Project Bid Process	July 2011
End ROW Acquisition	September 2011
End Utility Relocation	September 2011
End Project Bid Process	September 2011
Begin Construction	September 2011
End Construction	March 2014

Funding Plan (costs in millions of dollars)

	TIGER Funds	State STIP	State TCIF	Union Pacific	BNSF	Supp Funds	Local Funds	TOTAL	
Project Approval / Environmental Documentation	$2.8	$3.7	-	$11.9	$0.5	$0.9	$0	$19.8	9.8%
Plans, Specifications and Estimates	$2.1	-	-	$8.5	$0.4	$0.6	$0	$11.6	5.7%
Right-of-Way (Capital and Support)	-	-	-	$9.0	$1.6	-	$0	$10.6	5.3%
Construction (Capital and Support)	$28.9	-	$97.3	$20.3	$5.0	$8.5	$0	$160.0	79.2%
TOTAL	$33.8	$3.7	$97.3	$49.7	$7.5	$10.0	$0	$202.0	
	16.7%	1.8%	48.2%	24.6%	3.7%	5.0%	0%		100.0%

Due to rounding, the total amount may deviate slightly from the actual total.

Notes:

- Estimated construction costs are in 2012 dollars
- TCIF funds and Railroad funding subject to receipt of TIGER funding and terms of this memorandum
- Supplemental Funds of up to ten million dollars ($10,000,000) will be apportioned equally between BNSF and Union Pacific
- Nothing in this MOU or the funding of the Project shall affect or alter any obligation under any existing agreement between BNSF and SCRRA or any of its member agencies to provide funding to BNSF under such agreements if SCRRA commences additional passenger service on the BNSF San Bernardino Subdivision.

EXHIBIT D

Intentionally Omitted

EXHIBIT E

Certain Key Terms and Concepts for Construction and Operation Agreement

Note: The descriptions below are intended to summarize certain terms and concepts to be included in the Construction and Operation Agreement, subject to negotiation of the Definitive Agreements. The terms and concepts would be set forth in full in the Construction and Operation Agreement, which agreement also would contain other terms and provisions to be specified and agreed upon by the parties.

A. Project Scope, Schedule and Budget.

1. The Construction and Operation Agreement will include a detailed and complete description of the Project scope and specifications and identification of the party responsible to complete the various elements of the Project, which shall be agreed upon by the parties at or prior to the execution of the Construction and Operation Agreement.

2. The Construction and Operation Agreement will include a detailed and complete budget and construction schedule for the Project based upon the agreed Project scope and specifications. The budget and construction schedule will be agreed upon by the parties at or prior to execution of the Construction and Operation Agreement.

3. Any changes to the Project's final approved scope, specifications, schedule, or budget from that attached to the Construction and Operation Agreement shall require the State's and railroads' prior approval and may require an amendment to the Project Baseline Agreement amendment by the Commission. All parties agree to consider such proposals in good faith and to review and respond to any such proposed changes within a reasonable time.

4. Any cost increases resulting from any changes to the Project's approved scope, specifications, schedule or construction budget shall be the responsibility of parties other than the State, unless such cost increases result from a change in the Project scope, as set forth in Exhibit B, requested by the State (but only in its capacity as a party to the Definitive Agreements); provided that in no event shall the State Contribution be required to exceed fifty percent (50%) of the Project's eligible construction costs or the amount allocated by the Commission. In addition, reductions to the Project's approved scope, benefits, specifications, schedule or budget may result in a reduction in the State Contribution, as will be set forth in the Construction and Operations Agreement.

5. The railroads will use reasonable efforts to reduce or minimize Project costs, including, but not limited to, providing to the Project the benefit of reduced materials prices resulting from the railroads' bulk purchase of materials. The benefits of any cost

reductions will be credited equally toward the State Contribution and Supplemental Funding Requirement.

6. In the event the Commission allocates an amount lower than fifty percent (50%) of the Project's final approved budget for eligible construction costs, the State and railroads may jointly agree to adjust the Project's scope and schedule to reflect the new Project budget (it being acknowledged that the State or either railroad may elect to terminate the Project following review of any such proposed adjustments).

B. Funding Sources.

1. The "State Contribution" currently scheduled for the Project is ninety-seven million three hundred and five thousand dollars ($97,305,000), based on the information available at this time, including information regarding the Project's scope, budget, schedule, and anticipated public benefits as submitted to the Commission. The final State Contribution will be specified in the Construction and Operation Agreement, and will be subject to reduction (i) as provided in Section A.3 above, or (ii) if the Commission allocates a lower amount for the Project, in which case such lower amount shall be the State Contribution (it being acknowledged that the State or railroads may elect to terminate the Project following review of any such proposed reductions).

2. The Construction and Operation Agreement will include a commitment for BNSF and Union Pacific to provide their respective funding contributions as set forth in Exhibit C. Any cost overruns will be the responsibility of Union Pacific.

C. Conditions to all Disbursements. The Definitive Agreement will contain specific conditions to all disbursements of the State Contribution, including:

1. Appropriation of funds for the Project by the Legislature, and allocation of funds to the Project by the Commission in an amount sufficient to cover requested disbursements. If the Legislature or Commission fails to so appropriate and allocate such funds then railroads shall have no further obligation regarding the Project.

2. Establishment and maintenance by railroads and their subcontractors of an accounting system that properly accumulates and segregates incurred Project costs by line item. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"). In addition, the accounting system shall enable the determination of incurred costs at interim points of completion, and provide support for the railroads expenditures to be counted as matching or reimbursable payments.

D. Conditions to Specific Disbursements. The Definitive Agreements will contain specific conditions to all disbursements of the State Contribution, including submittal by the railroads of evidence the railroads or other third parties have paid a sufficient amount of Project

construction costs to date, excluding amounts reimbursed or requested to be reimbursed from the State Contribution, so that the one to one (1:1) ratio between the State Contribution and the supplemental funding payments of construction costs is not exceeded.

E. Description of Costs Eligible for Reimbursement from the State Contribution and Costs that Qualify Toward Supplemental Funding Requirement.

1. The State Contribution may only be used to reimburse already paid eligible construction costs. Eligible construction costs, including the costs of acquiring materials to be incorporated into the improvements to be constructed as part of the Project, shall be determined in accordance with the provisions of 23 C.F.R. Part 646.

2. Expenditures that do not qualify toward the Supplemental Funding Requirement are (i) amounts incurred or paid prior to adoption of the Project into the TCIF program, and (ii) any payments or contributions by the State of California to the cost of the Project, or to reimburse railroads for any such cost, other than the State Contribution.

3. Amounts received for the salvage, reuse or recycling of any materials in connection with the Project shall be applied to reduce the overall cost of the Project.

F. General Post Construction Operating Covenants.

1. Railroads will maintain in service the track and other improvements built as part of the Project (the "Project Facilities") for a minimum of twenty (20) years after completion of construction (the "Operating Term").

2. Railroads will maintain the Project Facilities in good repair on the Premises throughout the Operating Term.

3. Should any of the Project Facilities be damaged or destroyed during the Operating Term, Railroads will restore and repair such damage or destruction.

4. Railroads acknowledge that all post-construction activities, including maintenance, repair, restoration and replacement, shall be at no cost to the State.

G. Miscellaneous.

1. The Construction and Operation Agreement would be binding upon any assignees or other transferees of Railroads right to operate freight service on the Premises.

2. The Construction and Operation Agreement will contain provisions giving the State the right to audit the Project records maintained by railroads or their contractors, including technical and financial data, at any time during the course of the Project and for four (4) years after the date of the final completion of the Project. Any such audits will be conducted in accordance with GAAP.

EXHIBIT F
Description of Projected Public Benefits

A. **Project Category:** Rail

B. **Project Type:** Rail-Rail At-Grade crossing eliminated

C. **Project Outputs and Metrics (Five years after Project completion) ***

Project Output Elements		Metric		Quantity Projected
1. New Structures		Number of Structures Constructed		1
2. Rail-Rail At-Grade Crossing		Number of At-Grade crossings eliminated		1

D. **Project Benefit Outcomes and Metrics (at Project completion)***

Project Outcome	Metric	Determination Approach	2019 Build Case	2006 Baseline
1. Throughput	Rail Freight Volume (Trains feet per day) (No commuters)	Actual	966,154	663,811
2. Velocity	Transit time through Corridor (MPH)	BNSF Mainline Actual	30.00	10.75
		UP Mainline Actual	42.50	10.75
3. Reliability	Variability in Transit time (Avg Annual Delay Hours)	Actual	(74,852)	N/A

4. Safety
   - Decrease highway accidents from occurring by more than 800 accidents over the life of the project
   - Avoid three fatal accidents and 100 injury accidents over the life of the project
   - Reduce the number of heavy truck accidents by an average of 38 incidents per year
   - *Source: Accident rates from CalTrans "Cal-BC" model*

5. Congestion Reduction
   - Average annual reduction in delay for vehicles equals 2.9 MM passenger hours
   - Average annual reduction in time-in-queue for delay equals 2.4 MM hours

6. Emissions Reduction

   Average annual reduction from vehicles
   - HC = 2.8 tons
   - CO = 18.6 tons
   - NOx = 4.9 tons
   - PM = 1.0 tons
   - CO2 = 10,982 tons

   Average annual reduction from locomotives
   - HC = 42.8 tons
   - CO = 146.1 tons
   - NOx = 67.4 tons
   - PM = 5.8 tons
   - CO2 = 23,371 tons

7. Other Outcomes

   Average annual gallons saved
   - Gasoline = 907,590
   - Diesel = 79,060
   - Oil = 101,583

Note:
* Project estimates based on information developed for the BNSF and Union Pacific Public Benefit Study for Colton Grade Separation dated February 5, 2008. The Project scope as more specifically described in Exhibit B, may be modified as set forth in this Memorandum. The Parties contemplate that prior to project construction, estimates will be revised in accordance with the final Project scope of work and updated methodology as agreed upon between the parties in the Definitive Agreements. The Parties further contemplate these revised estimates will be the basis for comparing outcomes five (5) years after Project completion.

E. **Summary of Long-Term Expected Benefits**

The following table presents the total discounted value of net public benefits presently expected to accure to California through 2035 with the full implementation of the Project. As the table demonstrates, the total value of these benefits to the State of California would most likely be about $503 million, but could range anywhere from $390 million to $624 million.

Discounted Value of Net Benefits Through 2035 *(USD in millions of 2007 dollars)*

Net Benefit Name	Net Benefit Category	Range	Average (Likely Value)
Travel time savings for Vehicles from reduced delay at rail / highway crossings	Transportation System Savings	$160 - $288	$220
Inventory travel time savings for Trains from reduced delay at Colton crossing		$150 - $340	$242
Vehicle operating cost savings from reduced time-in-queue at rail / highway crossings		$15 - $28	$22
Environmental savings from reduced time-in-queue for Vehicles at rail / highway crossings	Environmental Improvements	$2 - $4	$3
Environmental savings from reduced Train delay at Colton crossing		$11 - $23	$17
Total Discounted Value of Benefits Accruing in California *(Note: Separate calculations, may not add)*		$390 - $624	$503
Total Discounted Value of Benefits Accruing Outside California *(Note: Separate calculations, may not add)*		$203.7	$203.7
Total Discounted Value of Benefits *(Note: Separate calculations, may not add)*		$594 - $828	$706.7

Source: HDR Inc., Public Benefit Study for Colton Crossing Grade Separation, February 8, 2008
Parsons Brinckerhoff, Colton Crossing Grade Separation Project TIGER Application, September 2009

F. Passenger Rail Benefits

The following passenger rail benefits will accrue from the completion of the Colton project:

1. Improved Operational Reliability and Travel Times

Due to the volume of passenger and freight trains that pass through Colton Crossing, the variable nature of train arrivals, the different types of trains, and movement conflicts associated with an existing at-grade rail crossing, delays to trains of all types can occur. Grade separating the crossing would provide for more fluid operations of both freight and passenger train traffic. With the completion of the Project, operational efficiency and reliability benefits would accrue to the following passenger services:

- Amtrak Intercity Passenger Trains:
  - Southwest Chief (daily service on BNSF trackage)
  - Sunset Limited (tri-weekly service on UP trackage)

- SCRRA Commuter Trains:
  - Metrolink Service (daily service on BNSF trackage)

2. Enhanced Capacity for Potential Future Services

The completion of this project may provide opportunities for additional passenger services along railroads' network trackage (subject to other capacity improvements). Such future services would be subject to the requirements of all applicable agreements in place between each respective railroad and the applicable passenger agency.

G. Project Benefits Estimate Conditional Statement

The parties agree that all Project outcomes, estimates and benefits can be affected by the behavior of several external variables over time. Such variables include, but are not limited to, population growth and disposable income; global, national, and State economic conditions and development patterns; global trade trends; governmental policies; environmental conditions and regulation; changes in customer supply and demand (including for merchandized products, agricultural products); fuel prices; and acts of God. As Union Pacific operates pursuant to trackage rights on the BNSF Railroad between Daggett and Riverside and BNSF will continue to control the interlocker for the remaining at-grade crossing of Union Pacific's track over the BNSF track between Old Colton Yard and New Colton Yard, BNSF's business and operational decisions may also have a direct affect on Union Pacific's operations. Rates and services offered by the railroads, competing railroads, truck lines, and maritime shipping lines (including direct operators and brokers) may affect ultimate corridor volumes and benefits. It is understood by all parties that such variability shall be taken into account when comparing and evaluating Project outcomes, estimates, and benefits.

H. Project Reporting Requirements (Subject to Negotiation of Definitive Agreements):

1. <u>Project Scope, Specifications, Schedule, and Costs Amendments</u>

As part of the Project Baseline Agreement, the railroads will identify any issues, impacts, or changes to Project scope, specifications, schedule, or costs.

2. <u>Quarterly Reporting</u>

Thirty (30) calendar days after each calendar quarter, a very brief status report should be filed with the State, to report progress made toward the implementation of the Project, in accordance with the Project scope, schedule, and costs identified in the

baseline agreement. This includes, until its completion, the environmental phase of the Project. Its report shall include the identification and discussion of any significant issues that may impact implementation of the Project, including financial constraints and commitments, and any material deviations to Project scope or schedule. Reporting shall also include budgets, actual expenditures, and forecasted cost for each funding source and for each phase as identified in the baseline agreement, including those to be considered for match consideration and State payment. The parties acknowledge these reports will form the basis of reporting to the Commission.

3. Completion of the Environmental Process

Upon completion of the environmental phase of the Project, the outcomes of this process shall be reported to State, for acceptance and delivery to the Commission. Such reporting shall include final findings, including those pertaining to the air quality impacts of diesel emissions and particulate matter, and any mitigation measures adopted to address such impacts. Both the State and the railroads acknowledge Commission policy is to allocate TCIF funding only to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned on the implementation of mitigation measures, as a condition of the Project moving forward, the railroads must commit, in writing, to the implementation of those mitigation measures (it being acknowledged that the railroads or State may elect to terminate the Project following review of the mitigation requirements).

4. Final Delivery Report and Final Audit

The railroads will cooperate with the State and will furnish all information necessary to produce the Final Delivery Report and Final Audit as required by the Commission's Accountability Implementation Plan. The Final Delivery Report shall report on the scope of the completed Project, its final cost, duration, and performance outcomes as compared to those included in the executed Project Baseline Agreements. The Final Audit shall provide a finding on whether Project costs incurred and reimbursed are in compliance with the executed Project Baseline Agreements or approved amendments thereof, state and federal laws and regulations, contract provisions, and Commission guidelines, and whether Project deliverables (outputs) and outcomes are consistent with the Project scope, schedule and benefits described in the executed Project Baseline Agreements or approved amendments thereof.

The current version of the adopted Accountability Implementation Plan can be found at the Commission's website at:

http://www.catc.ca.gov/1baccount/Accountability_Implementation_Plan.pdf

The Parties acknowledge that the Commission may from time to time amend or supplement its Accountability Implementation Plan.

5. Five Years After Completion of Project (final report)

Five (5) years after completion of the Project, the railroads shall provide the State with a final report on the achieved outcomes of the Project, at a minimum in response to the outcome identifiers and indices as identified above. Deviations from expected outcomes should be discussed.

EXHIBIT G

Description of Supplemental Funding Plan

- **The railroads' current estimated total Project construction cost, as described in Exhibit C** - $202.0 million (2012 dollars)

- **TCIF funding** – Up to 50% of the Project's eligible construction costs (not to exceed the amount programmed by the Commission), subject to the conditions precedent. For purposes of this Exhibit, references to "TCIF funding" include any and all funds from any source allocated by the Commission to the Project as part of the State Contribution.

- **Supplemental Funding** – Except as otherwise provided in this Memorandum, the railroads would match the TCIF funding provided for the Project, i.e., provide an amount equal to at least the TCIF funding for the Project's eligible construction costs. In addition, provided the State contributes the TCIF funding, the railroads will be responsible for providing or obtaining the funding for all other Project costs. All railroad funding will be apportioned between the railroads as described in Exhibits C and E. The railroads may seek reimbursement from sources other than TCIF or other funding for all or part of the Project costs required to be paid by railroads. Such reimbursement or other funding could include, without limitation, contractual contribution from the owner / joint freight operator of the corridor, a tenant passenger or commuter operator, or state or federal non-TCIF grants. In this case, the railroads have applied for TIGER funding to pay for a portion of the costs not to be paid by TCIF funding. No amounts received for the Project from TCIF funding and / or any other additional State sources will be deemed to be railroad funding for purposes of determining whether the railroads have satisfied the Supplemental Fund Requirement, but all other payments toward, or reimbursements of, Project costs expended after the adoption of the Project into the TCIF program from any other source will be deemed to be railroad funding for purposes of determining whether the railroads have satisfied the Supplemental Funding Requirement. Expenditures for engineering, environmental permitting, and right-of-way acquisition may be counted towards the railroads' Supplemental Funding Requirement but are not eligible for TCIF reimbursement.

PASSED BY
CTC
APR 10 2008
CALIFORNIA
TRANSPORTATION COMMISSION

CALIFORNIA TRANSPORTATION COMMISSION

Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF) April 10, 2008

RESOLUTION TCIF-P-0708-01

1.1 WHEREAS the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 was approved by voters as Proposition 1B on November 7, 2006, and

1.2 WHEREAS the Bond Act provides that $2 billion shall be transferred to the Trade Corridors Improvement Fund (TCIF) for allocation by the California Transportation Commission, upon appropriation in the annual Budget Bill by the Legislature, for infrastructure improvements along corridors that have a high volume of freight movement, and

1.3 WHEREAS the TCIF program is subject to the provisions of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Section 8879.50, as enacted through implementing legislation in 2007 (SB 88 and AB 193) designating the Commission as the administrative agency responsible for programming TCIF and the agency authorized to adopt guidelines for the program, and

1.4 WHEREAS the Bond Act provides that eligible projects for the TCIF include, but are not limited to all the following:

a) highway capacity improvements and operational improvements;

b) freight rail system improvements;

c) enhancements to the capacity and efficiency of ports;

d) truck corridor improvements;

e) border access improvements;

f) surface transportation improvements to and from airports,

and

1.5 WHEREAS the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that:

a) addresses the state's most urgent needs;

b) balances the demands of various ports;

c) provides reasonable geographic balance between regions; and

d) places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions,

and

1.6 WHEREAS the Bond Act also mandates the Commission shall also consider the following factors when allocating the TCIF:

a) Velocity: the speed by which large cargo would travel from the port through the distribution system;

b) Throughput: the volume of cargo that would move from the port through the distribution system;

c) Reliability: a reasonably consistent and predictable cargo travel time between points on any given day or time;

d) Congestion reduction: the reduction in recurrent daily hours of delay to be achieved,

and

1.7 WHEREAS the Bond Act further mandates that the Commission allocates TCIF to projects that have identified and committed supplemental funding from appropriate local, federal, or private sources. The Bond Act also mandates that except for border access improvements, projects funded from the TCIF shall have supplemental funding that is at least equal to the amount of the contribution from the fund, and

1.8 WHEREAS the Commission recognizes that statewide goods movement needs far exceed the amount authorized by the Bond Act, and that other sources of funding should be explored for meeting these needs, and

1.9 WHEREAS the Commission supported the funding strategies proposed by the Business, Transportation and Housing Agency, the Department of Transportation, and the corridor agencies to increase TCIF funding by approximately $500 million from the State Highway Account (SHA) to fund state-level priorities that are critical to goods movement, and

1.10 WHEREAS the Commission agreed with the Department of Transportation's proposal that SHA funds not be subject to the 1:1 match mandated by the Bond Act, and

1.11 WHEREAS the Commission anticipated over-programming beyond that of the resulting TCIF and SHA funds, with the assumption that new revenue sources

(e.g. additional federal funding, user fees, tolls, etc.) will become available and will be dedicated to funding the adopted TCIF program, and

1.12 WHEREAS the Commission required that the inclusion of each of the projects is based on a demonstration that the project, among other factors, can commence construction no later than December 31, 2013, and

1.13 WHEREAS the Commission adopted the TCIF program guidelines on November 27, 2007, that identified the Commission's policy and expectations for the TCIF program, and

1.14 WHEREAS the Commission received 84 nominations consisting of 107 individual projects, requesting approximately $4.1 billion of TCIF funding, by the deadline of January 17, 2008, and

1.15 WHEREAS Commission Staff, in developing the initial program recommendations, took into consideration the methods by which corridor agencies had determined the relative priority of their nominations, and

1.16 WHEREAS Commission Staff prepared initial program recommendations that included 79 individual projects with an approximate request for $3.088 billion, and

1.17 WHEREAS the Commission held a public hearing on March 12, 2008, to hear the Commission Staff's initial program recommendations, and

1.18 WHEREAS the Commission received further comment and testimony at and preceding its April 2008 meeting, and

1.19 WHEREAS the Bond Act requires that the Commission makes certain findings in adopting the TCIF program,

2.1 NOW THEREFORE BE IT RESOLVED that the Commission adopts the program of projects for TCIF funding as presented by Commission Staff on April 10, 2008, which proposes to invest $3.088 billion on 79 projects. The total value of these projects is estimated at approximately $8.430 billion resulting in an average match of 1.7 to 1.0, and

2.2 BE IT FURTHER RESOLVED the Commission finds that projects in the TCIF program include, but are not limited to, the following:

a) highway capacity improvements and operational improvements;

b) freight rail system improvements;

c) enhancements to the capacity and efficiency of ports;

d) truck corridor improvement;

e) border access improvements;

f) surface transportation improvements to and from airports,

and

2.3 BE IT FURTHER RESOLVED that the Commission finds that the TCIF program:

a) addresses the state's most urgent needs;

b) balances the demands of various ports;

c) provides reasonable geographic balance between regions; and

d) places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions,

and

2.4 BE IT FURTHER RESOLVED that the Commission also finds that the TCIF program considers the following:

a) Velocity: the speed by which large cargo would travel from the port through the distribution system;

b) Throughput: the volume of cargo that would move from the port through the distribution system;

c) Reliability: a reasonably consistent and predictable cargo travel time between points on any given day or time;

d) Congestion reduction: the reduction in recurrent daily hours of delay to be achieved,

and

2.5 BE IT FURTHER RESOLVED that the Commission's approval of individual project TCIF funding is only for the cost of construction (and construction support) except for the ALA-580 Truck Lane Project which is fully funded from the State Highway Account, and

2.6 BE IT FURTHER RESOLVED that the project's approved TCIF funding shall be considered as a "not to exceed amount" and that any increase in cost estimates beyond the levels reflected in the adopted TCIF program are the responsibility of the nominating agency, and

2.7 BE IT FURTHER RESOLVED that the Commission expects that the Business, Transportation and Housing Agency, the Department of Transportation and the individual corridor regions will collaborate to pursue additional sources of revenue to fund projects contained in the over-programming, and to identify strategies to backfill State Highway Account monies that are invested in goods movement, and

2.8 BE IT FURTHER RESOLVED that the Commission intends to prepare and adopt a fund estimate in the Fall of 2009 that includes all available revenue sources to support the over-programming of the TCIF, and

2.9 BE IT FURTHER RESOLVED that the Commission anticipates reviewing the programming and delivery status of all projects in the Spring of 2010, and may adopt amendments to the program to recognize the availability of funds or changes in project delivery, and

2.10 BE IT FURTHER RESOLVED that the Commission expects that future program calibrations due to availability of funds or delivery status will be coordinated with corridor programming ranges included in the TCIF program guidelines and the adopted TCIF program, and

2.11 BE IT FURTHER RESOLVED that the Commission will amend the TCIF program to delete projects that will be unable to commence construction by December 31, 2013, and

2.12 BE IT FURTHER RESOLVED that the Commission requires nominating agencies, no later than its July 2008 meeting (with the exception of grade separation and mainline rail projects where this deadline is extended to the September 2008 meeting), to provide executed project baseline agreements that will set forth the proposed project scope, measurable expected performance benefits, delivery schedule, and the project budget and funding plan. The baseline agreements shall be signed by the Director of the Department of Transportation, the regional agency and nominating agency executive directors, and the CTC executive director, and

2.13 BE IT FURTHER RESOLVED that the Commission requires the nominating agency to provide a local board action or resolution that commits the funding identified in the project baseline agreement and funding plan, and

2.14 BE IT FURTHER RESOLVED that the Commission requires that the baseline agreements include quantification of projected benefits related to velocity, throughput, reliability, congestion reduction and emissions reduction, and that those benefits are updated and included in the request for TCIF allocations, and

2.15 BE IT FURTHER RESOLVED that for investments in rail projects, the Commission requires a memorandum of understanding between the private railroad and the regional agency and/or Caltrans to be in place by the time of execution of the baseline agreement, and

2.16 BE IT FURTHER RESOLVED that the Commission requires the memorandum of understanding to include how and when public and private funding would be made available, and what public benefits would be realized as a result of TCIF investments, and

2.17 BE IT FURTHER RESOLVED that for grade separation projects the Commission expects that a master agreement or a memorandum of understanding between the railroad and the nominating agency be in place by the time of execution of the baseline agreement. This master agreement shall include as a minimum

agreement in concept to the scope of work, commitments for funding, sequencing of construction operations within a corridor, and overall delivery schedule, and

2.18 BE IT FURTHER RESOLVED that for projects involving intermodal facilities and short haul rail proposals that rely on shared-use and access rights to mainline rail facilities, the Commission requires that the memorandum of understanding specifies that such use is authorized and agreements are documented with the railroad(s) and other affected parties, and

2.19 BE IT FURTHER RESOLVED that the Commission may delete a project from the adopted TCIF program for which a baseline agreement is not executed by the deadline, and the Commission will not consider approval of project allocations prior to the execution of the baseline agreement, and

2.20 BE IT FURTHER RESOLVED that the Commission intends to monitor the outcomes of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies, and that the Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the nominating agency must commit, in writing, to the implementation of those mitigation measures, and

2.21 BE IT FURTHER RESOLVED that the Commission requires that nominating agencies shall report, on a quarterly basis, on the activities and progress made toward the implementation of the project, including those activities taking place prior to a TCIF allocation and including the commitment status of supplemental funding indentified in the baseline agreement, and

2.22 BE IT FURTHER RESOLVED that the Commission intends to apply accountability measures established for the Corridor Mobility Improvement Account (CMIA) and State Route 99 (SR99) programs, including but not limited to quarterly progress reports, Delivery Council, corrective plans, program and project amendments, program reports and project audits, and

2.23 BE IT FURTHER RESOLVED that the Commission will create a "watch list" for projects that are unable to maintain delivery and cost commitments, and

2.24 BE IT FURTHER RESOLVED that the Commission finds that it has the discretion to determine whether a project on the "watch list" would remain in the TCIF program, and

2.25 BE IT FURTHER RESOLVED that the Commission directs Staff and nominating agencies to pursue the development of project baseline agreements to present to the Commission at its July or September, 2008 meetings, as appropriate.

Memorandum

To: CHAIR AND COMMISSIONERS

Date: April 29, 2010

From: BIMLA G. RHINEHART
Executive Director

File: Reference No. 2.1c(5b)
ACTION

Ref: **Trade Corridors Improvement Fund (TCIF) – Program Amendment**

ISSUE

Should the Commission approve the proposed TCIF Program Amendment to include the *Colton Crossing Project* in the Los Angeles/Inland Corridor element of the TCIF Program?

RECOMMENDATION

Commission staff recommends that the Commission approve the proposed TCIF Program Amendment to include the *Colton Crossing Project* in the Los Angeles/Inland Corridor element of the TCIF Program.

BACKGROUND

In accordance with AB 268 (Chapter 756, Statutes of 2008), the Commission, at its March 25, 2010 meeting, deleted TCIF Project 79 from the TCIF program of projects and directed the SCCG to propose a replacement project or projects for Commission consideration to amend into the Los Angeles/Inland Corridor element of the TCIF Program. The Commission also directed the SCCG to consider the *Colton Crossing Project* as a potential replacement project.

The Southern California Consensus Group (SCCG), in conjunction with San Bernardino Associated Governments (Sanbag), proposes to amend the TCIF Program by programming $91 million for the *Colton Crossing Project* in the Los Angeles/Inland Corridor element of the program. The *Colton Crossing Project* proposes to construct a railroad grade separation in the City of Colton to eliminate train delays created by conflicting movements where BNSF's north-south mainline crosses UP's east-west mainline at grade.

Memorandum

To: CHAIR AND COMMISSIONERS

Date: April 29, 2010

From: BIMLA G. RHINEHART
Executive Director

File: Reference No. 4.9
ACTION

Ref: **Trade Corridors Improvement Fund (TCIF) – Project Baseline Agreement**

ISSUE

Should the Commission approve the TCIF Project Baseline Agreement for the *Colton Crossing Project* in accordance with the Commission's TCIF Guidelines and Resolution TCIF-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008 and establish this agreement as the baseline for project delivery monitoring?

RECOMMENDATION

Commission staff recommends that the Commission accept the TCIF Project Baseline Agreement for the *Colton Crossing Project* in accordance with the Commission's TCIF Guidelines and Resolution TCIF-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008 and establish this agreement as the baseline for project delivery monitoring.

BACKGROUND

The Commission, at it April 10, 2008 meeting, adopted the TCIF program and directed nominating agencies to provide executed Project Baseline Agreements that set forth the proposed project scope, measurable expected performance benefits, delivery schedule, and project budget and funding plan. The Commission also directed that the Project Baseline Agreements be signed by the Director of the Department of Transportation, the regional agency and nominating agency executive directors, and the CTC Executive Director.

In accordance with Resolution TCIF-P-0708-01, the San Bernardino Associated Governments, the nominating agency for the *Colton Crossing Project*, has provided an executed Project Baseline Agreement to the Commission. Commission staff has reviewed this Project Baseline Agreement and has determined that it sets forth the proposed project scope, measurable expected performance benefits, delivery schedule, and project budget and funding plan; is consistent with the Commission's TCIF Guidelines and Resolution TCIF-P-0708-01; and includes the required signatures.

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: August 10-11, 2011

Reference No.: 4.16
Action

From: NORMA ORTEGA
Chief Financial Officer

Prepared by: William D. Bronte, Chief
Division of Rail

Subject: **SUBMITTAL OF DEFINITIVE AGREEMENTS AND SUMMARIES FOR A TRADE CORRIDOR IMPROVEMENT FUND RAIL PROJECT IN ACCORDANCE WITH ASSEMBLY BILL 105 (2011)**

RECOMMENDATION:

The California Department of Transportation (Department) recommends that the California Transportation Commission (Commission) accept the summaries of the Definitive Agreements between the San Bernardino Associated Governments, Union Pacific Railroad (UPRR) and BNSF Railway Company (BNSF) as prepared by the Department and at the request of the Commission; Copies of those Definitive Agreements are attached in accordance with Assembly Bill 105 (AB 105).

ISSUE:

In September 2008, Assembly Bill 268 (AB 268) added Section 8879.52 to the Government Code, which required the Department to make a one-time report on or before February 18, 2009, to certain committees of the Legislature summarizing "any memorandum of understanding or any other agreement executed between a railroad company and any state or local transportation agency" for any project that receives Trade Corridors Improvement Funds (TCIF). The Department submitted the required report on February 18, 2009.

In March 2011, AB105 amended Section 8879.52 of the Government Code. The amendment calls on the Commission to submit a report to certain legislative committees summarizing "any memorandum of understanding, along with a copy of the memorandum, or any agreement executed between a railroad company and any state or local transportation agency" for any project that receives Trade Corridors Improvement Funds (TCIF).

The Memorandum of Understanding (MOU) for the Colton Crossing Grade Separation Project (Project) was executed after the Department's reporting requirements, pursuant to AB 268, had expired but before the Commission's reporting duties began under AB 105. Although no legislative report is necessary regarding the Project MOU, both a summary and a copy of it are attached

because the Project MOU is relevant to an understanding of the definitive agreements discussed for which the Commission is called upon to report pursuant to AB 105.
At the request of the Commission, the Department has prepared a summary of the Colton Crossing Grade Separation Project's Memorandum of Understanding and its accompanying definitive agreements.

BACKGROUND:

The Project is funded with a combination of TCIF funds, State Transportation Improvement Program (STIP) funds, a federal Transportation Investment Generating Economic Recovery (TIGER) grant, and funds pledged by UPRR and BNSF.

The Project will construct a grade-separated crossing of railroad tracks within the city of Colton. Currently, north/south mainline tracks on the BNSF San Bernardino Subdivision intersect with the east/west mainline tracks on the UPRR Yuma Subdivision. These tracks cross perpendicularly and at grade. The San Bernardino Associated Governments (SANBAG), BNSF and UPRR (collectively referred to as the "Parties") are undertaking the construction of the Project to permit trains traveling on the BNSF tracks to pass beneath the UPRR tracks without conflict of movement. The major elements of the Project's scope include:

- Build an elevated grade-separation structure, approximately 7,250 feet long, that will span the two BNSF mainline tracks between Rancho Avenue and Mount Vernon Avenue,
- Construct two UPRR mainline tracks and a maintenance road on the new structure,
- Modify the existing northwest quadrant connection between UPRR and BNSF tracks to connect to UPRR's existing mainline tracks, and
- Make provisions to allow future connection between UPRR and BNSF tracks in the southwest quadrant.

The Project MOU was executed between the Parties on May 5, 2010. This MOU is the legal agreement between SANBAG and the railroads that defines the Project's scope, schedule, costs and public benefits. An MOU must be executed before a project baseline agreement can be approved.

Some of the major benefits outlined in the Project MOU include:

- Improved regional freight train corridor mobility,
- Improved reliability for both passenger and freight trains,
- Improved local and regional air quality, and
- Reduced congestion on local streets.

The Project Baseline Agreement (PBA) between the Commission, Department and SANBAG was approved by the Commission at its May 2010, meeting. The PBA enumerates the Project's scope, cost, benefits and funding commitment of SANBAG as the sponsoring agency and establishes the baseline for project delivery monitoring. The PBA commits the Department and SANBAG to the terms and conditions needed for project delivery. The executed MOU was incorporated into the PBA as an attachment. The project schedule and funding are as follows:

Project Schedule	Planned	Actual
Begin Environmental Phase	Jan-07	Jan-07
Circulate Draft Environmental Document (ND/FONSI)	Nov-10	Feb-10
End Environmental Phase	Feb-11	May-11
Begin Design Phase	Jun-10	Jun-10
End Design Phase	Jun-11	Jun-11
Begin Right-of-Way Phase	Feb-11	Feb-11
End Right-of-Way Phase	Jun-11	Jun-11
Begin Construction Phase	Sep-11	
End Construction Phase	Mar-14	

Project Funding Plan (in $1,000s)

Phase of Work	Estimated Cost	TCIF	Supplemental Funding			
			IIP-PTA	TIGER	BNSF	UPRR
Environmental	$ 3,689		$ 3,689			
Design	$ 11,600				$ 700	$ 10,900
Right-of-Way	$ 21,800				$ 2,500	$ 19,300
Construction	$164,905	$ 91,305		$ 33,800	$ 9,300	$ 30,500
Total	$201,994	$ 91,305	$ 3,689	$ 33,800	$ 12,500	$ 60,700
Percentage	100%	45%	2%	17%	6%	30%

In the MOU, the Parties agreed to formalize details of funding, construction, operations, maintenance, and implementation of public benefits through separate definitive agreements (Definitive Agreements). The Parties signed the Definitive Agreements on June 1, 2011. These agreements consist of a "Cooperative Agreement for Right-of-Way Acquisition for Colton Crossing Rail-Grade Separation Project" (Right-of-Way Agreement), an "Agreement Regarding Implementation of Public Benefits Related to the Colton Crossing Rail-Grade Separation Project" (Public Benefits Agreement), and a "Cooperative Agreement for the Construction and Maintenance of the Colton Crossing Rail-Grade Separation Project" (Construction and Maintenance Agreement).

Right-of-Way Agreement

UPRR and BNSF own or have the right to use and operate over the real property and rail facilities at and near the Colton Crossing. Construction of the Project requires the acquisition of certain additional rights where the Project is to be located. The Right-of-Way Agreement defines each party's roles and responsibilities with respect to obtaining the right-of-way certification necessary for construction of the Project. Major areas of this agreement include:

- Each party's commitment to cover all costs for real property,
- Responsibility for final right-of-way engineering,

- Responsibility for encroachment permits or other property rights, and
- Handling of utility conflicts facilities on or near impacted right-of-way.

Public Benefits Agreement

The Public Benefits Agreement defines the anticipated benefits of the completed Project. Detailed analyses of benefits were contained in the TCIF Project Application. This agreement formalizes the specific passenger rail benefits that will be derived from the Project and the performance measurements used to assess those benefits.

The passenger rail benefits include:

- Passenger Rail Study for one additional passenger station between the cities of Colton and Indio,
- Additional Passenger Train Slots on the BNSF San Bernardino Subdivision,
- Grant SANBAG the right of first refusal to purchase right-of-way in the city of Redlands,
- Elimination of Union Pacific/Metrolink Interlocker,
- Allow for electrification of passenger trains operating on the BNSF San Bernardino Subdivision, and
- An easement to construct a new tail track adjacent to the mainline track in Taylor Yard.

The project performance measures consist of:

- Vehicle travel time savings from reduced delay at rail-highway crossings,
- Environmental savings from reduced time-in queue at rail-highway crossings,
- Travel time savings for trains from reduced delay at the Colton Crossing, and
- Environmental savings from reduced train delay at Colton Crossing.

Construction and Maintenance Agreement

The Construction and Maintenance Agreement defines the roles of UPRR, BNSF and SANBAG during construction and after completion of the Project. Major areas of the agreement include:

- Project design and construction,
- Project funding,
- Record keeping and audits,
- Ownership of facilities,
- Maintenance of track and facilities for 20 years, and
- Operations.

Attachments

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

TAB 20

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: August 10-11, 2011

Reference No.: 4.15
Information Item

From: NORMA ORTEGA
Chief Financial Officer

Prepared by: Rachel Falsetti
Division Chief
Transportation Programming

Subject: **PROPOSITION 1B BOND ALLOCATIONS**

SUMMARY:

This is an informational item that will complement the verbal presentation that will be made at the August 10, 2011, California Transportation Commission (Commission) meeting.

ISSUE:

To date, the Commission has authorized approximately $5.7 billion in Proposition 1B Transportation projects for which approximately $4.2 billion worth of bonds have been sold. Thus, the additional bond sale liability for the authorized projects is approximately $1.5 billion. As of the end of May 2011, these projects have expended approximately $2.2 billion of the bonds sold.

The Department of Transportation (Department) is recommending additional allocations, listed below, for Proposition 1B projects based on using the existing bond cash. The reasons for selecting these projects are included in parentheses at the end of each bullet.

- Allocate all Corridor Mobility Improvement Account (CMIA) projects delivered to date, including all associated bond funds for those projects – $750 million (statutory deadline to award of December 31, 2012);
- Allocate the Kato Road Highway Railroad Crossing Safety Account (HRCSA) project – $10 million (Letters of No Prejudice are not allowed for this program);
- Allocate the Colton Crossing Trade Corridors Improvement Fund (TCIF) project – $91 million (this project has a Federal Transportation Investment Generating Economic Recovery (TIGER) grant and must be under construction by January 1, 2012);
- Allocate the Metrolink project State Local Partnership Program (SLPP) funds, which are associated with the Proposition 1A Positive Train Control (PTC) project - $10 million (PTC funded projects are a federally mandated priority);
- Allocate the Kingsburg State Route 99 (SR99) project for RW – $1 million (allows project to meet delivery schedule).

The total amount for these projects is $862 million. In addition, the Department is allocating an additional $211 million of existing bond cash for Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) projects. Since this additional $1.1 billion ($862 million plus $211 million) is based on previous bond sales, it would bring future bond sale liability for all allocated Commission administered projects up to $2.6 billion.

One constraint to consider is the possible intent to fund all eligible transportation related debt service with weight fees as authorized by Assembly Bill 105. Weight fees generate about $900 million annually and in Fiscal Year 2011-12 approximately $700 million of bond debt service is eligible to be paid with weight fees. Any additional bond sale(s) will increase the annual debt service need. Capping debt service levels to weight fee revenues will quickly constrain future bond sales and prohibit future project allocations. The Department will continue to work to determine what, if anything else, can be allocated based on projections of future bond sale.

BACKGROUND:

Since early 2009, the availability of bond funds has been sporadic and unpredictable. The State's budget situation has made it difficult to fund bond debt service in this time of limited revenues. In addition, there is competition for bond funds from other bond-funded infrastructure programs.

The Department's first priority is to ensure that the projects under construction do not run short of funds. Keeping in mind that future bond sales will likely be constrained by the amount of debt service that can be supported, the Department will continue to work to determine any future allocations that can be made.

Project # / Allocation Amount / Recipient / RTPA/CTC / District-County	Location / Project Description	PPNO / Program/Year / Phase / Prgm'd Amount / Project ID / EA	Budget Year / Item # / Fund Type / Program Code	Amount by Fund Type
4.9j. Delivered List Allocations - Proposition 1B – State Administered TCIF Rail Projects				**Resolution TCIF-A-1112-01**
~~2~~ 1 $91,305,000 Department of Transportation SANBAG 08-San Bernardino	**Colton Crossing Railroad Grade Separation** TCIF Project 83. In the city of Colton, construction of a railroad grade separation of Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe Railroad (BNSF) railroad tracks. (Contributions from other sources: $73,200,000.) (TIGER Funding - $33,800,000) (Future Consideration of Funding – Resolution E-11-51, June 2011.) Outcome/Output: Improve operational efficiency in the regional rail network by eliminating conflicting train movements at the Colton Crossing. Discourage a shift in goods movement from rail to truck and support regional passenger rail service by minimizing delays at the crossing.	08-0150D TCIF/11-12 CONST $91,305,000 0000020887 S F006BA Bud Act [illegible] Bud Item 2000-304-6056 Ch 33	2011-12 304-6056 TCIF 30.20.723.000	$91,305,000

Project # / Allocation Amount / Recipient / RTPA/CTC / District-County	Project Title / Location / Project Description	Program/Year / Phase / Prgm'd Amount / Project ID / Adv Phase / EA	Budget Year / Item # / Fund Type / Program Code	Amount by Fund Type
4.9k. Delivered List Allocations - Proposition 1B – Locally Administered Highway-Rail Crossing Safety Account (HRCSA) Projects				**Resolution GS1B-A-1112-01**
1 $10,000,000 City of Fremont MTC 04-Alameda June 2011	Kato Road Grade Separation. Construct a new railroad bridge and maintenance access structure and create a new undercrossing for Kato Road, between Warm Springs Boulevard and Milmont Drive. (CEQA – Exempt – 210803.13.) (Contributions from local sources: $39,685,000.) Outcome/Output: Provide improved public safety by creating a new grade-separation between automotive and rail traffic.	HRCSA/10-11 CONST $10,000,000 0000020884 S H020BA	2010-11 104-6063 HRCSA 20.30.010.400	$10,000,000

Note: This document was prepared following the California Transportation Commission meeting and is a reflection of the Department's interpretation of actions taken by the Commission.

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: 21

Date: February 1, 2012

Subject: I-215 Bi-County HOV Gap Closure Project Revised Funding Plan

Recommendation:* 1. Approve revised Funding Plan for the I-215 Bi-County HOV Gap Closure Project as shown in Table 1.

2. Approve Amendment No. 1 to CMIA Baseline Agreement C11108 for the I-215 Bi-County HOV Gap Closure Project.

Background: **Recommendation 1:** On January 20, 2010, the Board approved the programming of $148,334,000 to fully fund the I-215 Bi-County HOV Gap Closure project. The amount programmed was based on information and preliminary engineering work completed at the time. On June 8, 2010, the Board approved Amendment 1 to Cooperative Agreement C09145 (C09145-1) to authorize Caltrans to perform the final design activities for the project. Caltrans led the design effort and recently completed 100% design plans. Caltrans has also revised the cost estimate in accordance with the completed 100% design plans. The revised cost, based on 100% design plans, is $158,782,000 for construction capital and support and which represents a net increase of $10,448,000 from the original amount that was programmed in January 2010. The increase in cost is attributed to the following two issues:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1202b-ks
Attachment: C11108-01

a) Railroad Bridge: At the BNSF crossing near Highgrove, the preliminary design included a single steel girder bridge to replace the existing structure. Due to the large skew and span length it was determined during final design that a steel girder bridge was not feasible and a truss structure is required. In addition, due to the limited space in the freeway median and the large skew it was determined that three single track bridges are required instead of a single bridge that accommodates three tracks. The change in design from a steel girder bridge to a truss structure and a single bridge to three bridges caused a net increase in cost of $6,999,000.

b) Newport Road Overcrossing: 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 I-215/Washington-Mount Vernon project will address two of the vertical clearance issues. If Newport Road overcrossing is not replaced, not only will it be the only structure with a low vertical clearance, 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. The preliminary engineering overlooked the clearance issues at Newport Overcrossing, therefore did not include the replacement cost in the estimate. The addition of the Newport bridge overcrossing replacement resulted in a net increase in cost of $3,449,000. The bridge replacement is being developed as a separate project that will be combined at construction.

The current funding plan, which is consistent with the 10-Year Delivery Plan, and the proposed funding plan for construction capital and construction support are shown in Table 1 below:

Table 1

	CMAQ	CMIA	STIP-RIP (RCTC)	STIP-ITIP (RCTC)	STIP-RIP	Measure I	TOTAL
Current Funding Plan	$34,850,000	$15,460,000	$19,920,000	$4,961,000	$45,089,000	$28,054,000	$148,334,000
Proposed Funding Plan	$34,850,000	$15,460,000	$11,881,000	$4,961,000	$51,403,000	$40,227,000	$158,782,000
Net Change	$0	$0	-$8,039,000	$0	$6,314,000	$12,173,000	$10,448,000

BRD1202b-ks
Attachment: C11108-01

The preliminary engineering cost estimate, which is the basis of the current funding plan, split the project cost between RCTC and SANBAG based, for the most part, on the number of miles of freeway the project improved in each county. The final financial responsibility of the two agencies is based on the cost of the improvements physically located in each of the counties. In the latest Caltrans cost estimate, which is based on 100% completed design plans, construction quantities were segregated by County and the costs for SANBAG and RCTC were calculated accordingly. Based on the 100% design plans, the proposed funding plan decreases RCTC's contribution (ITIP & RIP) by $8,039,000, increases SANBAG's Measure I contribution by $12,173,000, and increases the STIP-RIP share by $6,314,000.

Staff is recommending Board approval of the above proposed funding plan which would result in the programming of an additional amount of $12,173,000 of Measure I Valley Freeway funds, and a revised total Measure I Valley Freeway contribution to the I-215 Bi-County HOV Gap Closure project of $40,227,000. Per the current Measure I revenue projections for fiscal year 2012-2013, approved by the Board at the December 2011 Board meeting (Agenda item 27), staff's analysis has determined that there is sufficient Measure I Valley Freeway funds to cover SANBAG's increased contribution.

Recommendation 2: On January 20, 2010, the Board approved submitting a request to the California Transportation Commission (CTC) requesting that $15,460,000 of CMIA funds be programmed on the I-215 Bi- County HOV Gap Closure project. The CMIA funds are savings from the I-215 widening project in the City of San Bernardino. On November 4, 2010, the CTC amended the CMIA Program to include the I-215 Bi-County HOV Gap Closure project and approved the programming of $15,460,000 for the construction phase of the project. On December 1, 2010 the Board authorized the execution of the CMIA Project Baseline Agreement C11108, which documented the commitments made by SANBAG, RCTC, CTC, and Caltrans relative to the project's cost, schedule, scope and benefits.

In accordance with the CMIA Program Guidelines, an amendment to the CMIA Baseline Agreement C11108 is required in order to address the increase in cost and to be consistent with the 10-Year Delivery Plan. The project covered by the CMIA Baseline Agreement does not include the Newport Road bridge replacement, therefore the total project increase included in the CMIA amendment is $6,999,000.

Staff is recommending Board approval of the attached Amendment 1 to CMIA Baseline Agreement C11108. Approval of this amendment is required before the allocation of the CMIA funds can be considered by the California Transportation Commission (CTC) in March 2012.

BRD1202b-ks
Attachment: C11108-01

Financial Impact: This item has no direct impact on the adopted 2011-2012 Fiscal Year Budget. The additional Measure I Valley Freeway funds of $12,173,000 will be needed during the construction phase of the project which starts in the 2012/2013 Fiscal Year.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202b-ks
Attachment: C11108-01

CONTRACT SUMMARY SHEET

Contract No. C11108 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and California Transportation Commission, Riverside County Transportation Commission, and California Department of Transportation

Contract Description I-215 Bi-County HOV: CMIA Baseline Agreement, Amendment 1

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve CMIA Baseline Amendment C11108-1

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**
2/01/12		-

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: To receive CMIA funds*
☐ Payable ☒ Receivable

1/19/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate _____ %
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	1-5-12 Date	Project Manager Signature	1-5-12 Date
Chief Financial Officer Signature	1/19/12 Date	Contracts Manager Signature	Date

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT

PROJECT, SCOPE, COST, SCHEDULE, AND BASELINE DATA

County: San Bernardino	**Route:** 215	**PPNO:** 0041G
Project Title: I-215 Bi-County HOV Gap Closure Project		

We acknowledge the baseline amendment as identified on the attached project program request sheets as the current approved for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

Name: Larry McCallon Date

Title: Board President

Agency: San Bernardino Associated Governments

Name: Anne Mayer Date

Title: Executive Director

Agency: Riverside County Transportation Commission

Name: Malcom Dougherty Date

Title: Acting Director

Agency: California Department of Transportation

Name: Bimla Rhinehart Date

Title: Executive Director

Agency: California Transportation Commission

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

☐ New Project ☑ Amendment (Existing Project)					Date: 01/20/11
Caltrans District	**EA**	**PPNO**	**MPO ID**	**TCRP No.**	
08	0M940	0041G	SCAG		

County	**Route/Corridor**	**PM Bk**	**PM Ahd**	**Project Sponsor/Lead Agency**	
SBD	215	0.0	5.1	SANBAG	
RIV	215	43.2	45.3	**MPO**	**Element**
RIV	91	21.5	21.7	SCAG	

Project Mgr/Contact	**Phone**	**E-mail Address**
Khalil Saba	(909) 884-8276	Ksaba@sanbag.ca.gov

Project Title

I-215 HOV Gap Closure Project

Location, Project Limits, Description, Scope of Work, Legislative Description

Construct approximately 7.5-mile HOV lane in each direction of I-215 beginning at the SR-91/SR-60/I-215 interchange to the south to I-215/Orange Show Road Interchange to the north. Includes BNSF OH replacement and bridge widening over the UPRR line south of I-10, I-10, and the Santa Ana River.

Component	**Implementing Agency**	**Reimbursements**
PA&ED	SANBAG	
PS&E	SANBAG	
Right of Way	SANBAG	
Construction	SANBAG	

Legislative Districts

Assembly:	63	**Senate:**	32, 36
Congressional:	43, 44		

Purpose and Need

Purpose of the project is to:
- Provide continuous HOV lane along I-215 and SR-91, from San Bernardino to the City of Artesia
- Reduce Vehicle Miles Travelled
- Reduce commute time
- Provide mainline congestion relief
- Reduce congestion related air quality pollutants and greenhouse gas emissions

Project Benefits

The completion of this HOV gap closure will provide a continuous HOV lane from San Bernardino to the City of Artesia near I-110 in Los Angeles County via the I-215 and SR-91. Once constructed, this project will complete an approximately 70-mile HOV system. The project will promote shared-ride modal shifts which would result in indirect mainline congestion relief, reduced congestion related air quality pollutant and greenhouse gasses emissions, reduction in energy consumption, and reduce commute times.

Project Milestone		**Existing**	**Proposed**
Project Study Report Approved		12/31/05	12/31/05
Begin Environmental (PA&ED) Phase		01/01/07	01/01/07
Circulate Draft Environmental Document	**Document Type** ND/CE	10/07/10	10/07/10
Draft Project Report		04/15/10	04/15/10
End Environmental Phase (PA&ED Milestone)		03/22/11	03/22/11
Begin Design (PS&E) Phase		08/01/10	08/01/10
End Design Phase (Ready to List for Advertisement Milestone)		03/28/12	03/21/12
Begin Right of Way Phase		02/01/11	02/01/11
End Right of Way Phase (Right of Way Certification Milestone)		03/28/12	03/21/12
Begin Construction Phase (Contract Award Milestone)		08/31/12	08/31/12
End Construction Phase (Construction Contract Acceptance Milestone)		05/14/15	05/04/15
Begin Closeout Phase		05/04/15	05/04/15
End Closeout Phase (Closeout Report)		05/05/17	05/15/17

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Existing Total Project Cost									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Implementing Agency
E&P (PA&ED)	6,120							6,120	SANBAG
PS&E		13,029						13,029	SANBAG
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			13,484					13,484	
R/W		9,012						9,012	SANBAG
CON			134,850					134,850	SANBAG
TOTAL	6,120	23,241	148,334					177,695	
Proposed Total Project Cost									
E&P (PA&ED)	6,120							6,120	
PS&E		13,029						13,029	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			16,270					16,270	
R/W		9,012						9,012	
CON			139,063					139,063	
TOTAL	6,120	23,241	155,333					184,694	

Fund No. 1:	Corridor Management Improvement Account (CMIA)								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)			11,223					11,223	
R/W									
CON			4,237					4,237	
TOTAL			15,460					15,460	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)			11,223					11,223	
R/W									
CON			4,237					4,237	
TOTAL			15,460					15,460	

Fund No. 2:	Congestion Mitigation and Air Quality (CMAQ)								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E		10,844						10,844	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)									
R/W		3,565						3,565	
CON									
TOTAL		15,609						15,609	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E		10,844						10,844	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			3,283					3,283	
R/W		3,565						3,565	
CON			31,567					31,567	
TOTAL		15,609	34,850					50,459	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940

Project Title: I-215 HOV Gap Closure Project

Fund No. 3: Surface Transportation Program (Local) STPL — **Program Code:**

Existing Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON			34,850					34,850
TOTAL			34,850					34,850

Proposed Funding

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Funding Agency: SANBAG

Notes:

Fund No. 4: Federal RIP (RCTC STIP) — **Program Code:**

Existing Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E		2,185						2,185
R/W SUP (CT)								
CON SUP (CT)			2,261					2,261
R/W								
CON			17,659					17,659
TOTAL		2,185	19,920					22,105

Proposed Funding

E&P (PA&ED)								
PS&E		2,185						2,185
R/W SUP (CT)								
CON SUP (CT)			1,764					1,764
R/W								
CON			10,117					10,117
TOTAL		2,185	11,881					14,066

Funding Agency: RCTC

Notes: * Subject to separate CTC STIP action

Fund No. 5: Local Transportation Funds (SANBAG Measure I) — **Program Code:**

Existing Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)	4,815							4,815
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W		5,447						5,447
CON			28,054					28,054
TOTAL	4,815	5,447	28,054					38,316

Proposed Funding

E&P (PA&ED)	4,815							4,815
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W		5,447						5,447
CON			36,778					36,778
TOTAL	4,815	5,447	36,778					47,040

Funding Agency: SANBAG

Notes:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 6:	**Local Transportation Funds (RCTC Measure A)**								**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)	1,305							1,305	RCTC
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,305							1,305	
Proposed Funding									**Notes**
E&P (PA&ED)	1,305							1,305	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,305							1,305	

Fund No. 7:	**Federal RIP (SANBAG)**								**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			45,089					45,089	
TOTAL			45,089					45,089	
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			51,403					51,403	
TOTAL			51,403					51,403	

Fund No. 8:	**IIP**								**Program Code**
Existing Funding									IIP - RCTC contribution
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,961					4,961	
TOTAL			4,961					4,961	
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,961					4,961	
TOTAL			4,961					4,961	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 9:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 10:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 11:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 12:		**Program Code**
Existing Funding		

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 13:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 14:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Complete this page for amendments only

Date: 01/20/11

District	Co	Route	EA	PPNO	TCRP No.
08	SBD RIV RIV	215 215 91	0M940	0041G	

SECTION 1 - All Projects

Project Background

Project PA/ED was achieved on 3/22/11; an ND/CE was approved for the project. SANBAG is the implementing agency for PS&E with Caltrans performing the final design work under SANBAG/Caltrans construction cooperative agreement 8-1435 A/1. ROW activities are underway with an anticipated ROW certification date of 3/21/12. Final engineer's estimate was completed on 1/04/12.

Programming Change Requested

1.) Construction support cost increase of $2,786,000
2.) Construction capital cost increase of $4,213,000
3.) Increase Federal STIP-RIP (SANBAG) by $6,314,000

Reason for Proposed Change

At the BNSF crossing near Highgrove, the preliminary design included a single steel girder bridge to replace the existing structure. Due to the large skew and span length it was determined during final design that a steel girder bridge was not feasible and a truss structure is required. In addition, due to the limited space in the freeway median and the large skew it was determined that three single track bridges are required instead of a single bridge that accommodates three tracks. The change in design from a steel girder bridge to a truss structure and a single bridge to three bridges caused a net increase in cost of $6,999,000.

If proposed change will delay one or more components, clearly explain 1) reason the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Construction capital and support cost increase will not affect the schedule. Cost increase was largely attributed to unanticipated changes in the bridge/structural design for the I-215 BNSF/Highgrove bridge. Cost increase will be fully funded with Local Transportation Funds: San Bernardino County Measure I.

Other Significant Information

SECTION 2 - For TCRP Projects Only

☐ Alternative Project Request (Please follow Instructions at http://www.dot.ca.gov/tcrp/LETTERguidelines)
☐ Letter of No Prejudice (LONP) (Please follow Guidelines at http://www.dot.ca.gov/tcrp/docs/042706.pdf)

SECTION 3 - All Projects

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.*

Name (Print or Type)	Signature	Title	Date
Garry Cohoe		Director of Project Delivery	

Attachments

1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940

Project Title: I-215 HOV Gap Closure Project

Existing Total Project Cost									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Implementing Agency
E&P (PA&ED)	6,120							6,120	SANBAG
PS&E		13,029						13,029	SANBAG
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			13,484					13,484	
R/W		9,012						9,012	SANBAG
CON			134,850					134,850	SANBAG
TOTAL	6,120	23,241	148,334					177,695	
Net Change									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)			2,786					2,786	
R/W									
CON			4,213					4,213	
TOTAL			6,999					6,999	
Proposed New Result									
E&P (PA&ED)	6,120							6,120	
PS&E		13,029						13,029	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			16,270					16,270	
R/W		9,012						9,012	
CON			139,063					139,063	
TOTAL	6,120	23,241	155,333					184,694	

Fund No. 1: Corridor Management Improvement Account (CMIA) — **Program Code**

Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)			11,223					11,223	
R/W									
CON			4,237					4,237	
TOTAL			15,460					15,460	
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)			11,223					11,223	
R/W									
CON			4,237					4,237	
TOTAL			15,460					15,460	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 2:	Congestion Mitigation and Air Quality (CMAQ)								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E		10,844						10,844	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)									
R/W		3,565						3,565	
CON									
TOTAL		15,609						15,609	
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)			3,283					3,283	
R/W									
CON			31,567					31,567	
TOTAL			34,850					34,850	
Proposed Funding									
E&P (PA&ED)									
PS&E		10,844						10,844	
R/W SUP (CT)		1,200						1,200	
CON SUP (CT)			3,283					3,283	
R/W		3,565						3,565	
CON			31,567					31,567	
TOTAL		15,609	34,850					50,459	

Fund No. 3:	Surface Transportation Program (Local) STPL								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			34,850					34,850	
TOTAL			34,850					34,850	
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			-34,850					34,850	
TOTAL			34,850					34,850	
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 4:	Federal RIP (RCTC STIP)								**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E		2,185						2,185	
R/W SUP (CT)									
CON SUP (CT)			2,261					2,261	
R/W									
CON			17,659					17,659	
TOTAL		2,185	19,920					22,105	
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)			-497					-497	
R/W									
CON			-7,542					-7,542	
TOTAL			-8,039					-8,039	
Proposed Funding									
E&P (PA&ED)									
PS&E		2,185						2,185	
R/W SUP (CT)									
CON SUP (CT)			1,764					1,764	
R/W									
CON			10,117					10,117	
TOTAL		2,185	11,881					14,066	

Fund No. 5:	Local Transportation Funds (SANBAG Measure I)								**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15		Total	**Funding Agency**
E&P (PA&ED)	4,815							4,815	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W		5,447						5,447	
CON			28,054					28,054	
TOTAL	4,815	5,447	28,054					38,316	
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			8,724					8,724	
TOTAL			8,724					8,724	
Proposed Funding									
E&P (PA&ED)	4,815							4,815	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W		5,447						5,447	
CON			36,778					36,778	
TOTAL	4,815	5,447	36,778					47,040	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 6:	Local Transportation Funds (RCTC Measure A)								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	1,305							1,305	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,305							1,305	
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)	1,305							1,305	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,305							1,305	

Fund No. 7:	Federal RIP (SANBAG)								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			45,089					45,089	
TOTAL			45,089					45,089	
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			6,314					6,314	
TOTAL			6,314					6,314	
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			51,403					51,403	
TOTAL			51,403					51,403	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No	EA
SBD RIV RIV	08	0041G		0M940
Project Title: I-215 HOV Gap Closure Project				

Fund No. 8:	IIP								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,961					4,961	
TOTAL			4,961					4,961	
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			4,961					4,961	
TOTAL			4,961					4,961	

Fund No. 9:									Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Change									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	GT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 10:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 11:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	GT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940

Project Title: I-215 HOV Gap Closure Project

Fund No. 12:

Program Code

Existing Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Funding Agency

Change

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Notes

Proposed Funding

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Fund No. 13:

Program Code

Existing Funding

Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Funding Agency

Change

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Notes

Proposed Funding

E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

Date: 01/20/11

County	CT District	PPNO	TCRP Project No.	EA
SBD RIV RIV	08	0041G		0M940
Project Title:	I-215 HOV Gap Closure Project			

Fund No. 14:									**Program Code**
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	**Funding Agency**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Change									**Notes**
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

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: February 1, 2012

Subject: Interstate 215 (I-215) Bi-County HOV Gap Closure Project Construction Cooperative Agreements

Recommendation:* 1. Approve Cooperative Agreement No. R12190 with the Riverside County Transportation Commission (RCTC) for the Construction Phase of the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project for a total amount of $155,333,000 with RCTC's share being $16,842,000 and SANBAG's share being $138,491,000.

2. Approve Cooperative Agreement No. C12189 with Caltrans for the Construction Phase of the I-215 Bi-County HOV Gap Closure Project for a total amount of $171,879,000 which includes a contribution from Caltrans of $13,097,000 for pavement rehabilitation.

Background: The I-215 Bi-County HOV Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60, 91 and Interstate 215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The project closes 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. On June 8, 2010, the Board approved Amendment 1 to Cooperative Agreement

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1202d-ks
Attachment: R12190 and C12189

C09145 to authorize Caltrans to perform the final design activities for the project. Caltrans led the design effort and recently completed 100% design plans. With the completion of final Design, and to enable the project go out to construction, construction cooperative agreements with Caltrans and RCTC must first be executed.

Recommendation 1: This is a new Agreement: SANBAG and RCTC have worked cooperatively throughout the project development process. The Board has previously approved two cooperative agreements with RCTC: agreement C09145 for the Project Approval and Environmental Document (PA/ED) phase; and C10211 for Right-of-Way and Final Design Phase. The subject agreement R12190 is required for the Construction phase of the project.

Construction Cooperative Agreement R12190 between RCTC and SANBAG defines roles, responsibilities and funding commitments for the construction phase of the project. Under the terms of the subject Agreement, SANBAG will lead the construction phase and will enter into a separate agreement with Caltrans to provide construction support services. The total amount included in the agreement is $155,333,000 with RCTC's funding commitment towards the cost of construction and construction support being $16,842,000, while SANBAG's funding commitment is $138,491,000. The funding sources are shown in Table 1 below. Staff is recommending that the Board approve Construction Cooperative Agreement R12190 with RCTC for the Construction Phase of the Project.

Recommendation 2: This is a new Agreement: To enable SANBAG to proceed with the construction of the project, a construction cooperative agreement is required between SANBAG and Caltrans. The subject Cooperative Agreement C12189 defines the roles and responsibilities of the parties, and identifies funding sources for the construction phase of the I-215 Bi-County HOV Gap Closure Project, as well as two additional projects that are going to be combined at construction: a pavement rehabilitation project within the limits of the Bi-County HOV Gap closure project; and the re-construction of the Newport Bridge Overcrossing. Combining these three projects during construction will result in cost savings due to economy of scale on mobilization, price of materials, and cost of construction support. In addition, the inconvenience to the public would be greatly reduced. The three projects will have separate engineer's estimates and bid items which would enable staff to accurately segregate costs during construction.

Under Construction Agreement C12189, and relative to the I-215 Bi-County HOV Gap Closure project and the Newport Road Bridge Overcrossing project, SANBAG is responsible for all construction costs estimated at $158,782,000, which includes RCTC's contribution. Caltrans agrees to Advertise, Award, and

Administer (AAA) the construction contract, and provide the needed construction support. Staff has negotiated a scope and cost for construction support services with Caltrans. The estimated not-to-exceed cost for providing construction support services for the HOV Gap Closure project and the Newport Bridge Overcrossing project is $16,631,000. Caltrans has also agreed to provide monthly project status report that would allow SANBAG to monitor progress and expenditures. Construction support services will be funded with federal Congestion Mitigation & Air Quality Program (CMAQ), Corridor Mobility Improvement Account (CMIA) and State Transportation Improvement Program (STIP) funds. Utilizing State and Federal funds for construction support services allows SANBAG to pay the lower tier Caltrans Indirect Cost Rate multiplier (ICRP) of 34.4% as opposed to 60.9% if Measure I funds were utilized. The agreement allows Caltrans to reimburse themselves directly from the Federal and State funds, therefore these funds for construction support services will not be included in SANBAG's budget.

Under Construction Agreement C12189, and relative to the pavement rehab project, Caltrans is responsible for all construction costs estimated at $13,097,000.

The funding commitments for construction capital and construction support for the three projects that are being combined for construction are summarized in Table 1 below and are consistent with the revised funding plan for the I-215 Bi-County HOV Gap Closure project which is being presented to the Board for consideration under a separate item.

Staff is recommending that the Board approve Construction Cooperative Agreement C12189 with Caltrans.

Table 1

	CMAQ	CMIA	STIP-RIP (RCTC)	STIP-ITIP (RCTC)	STIP	Measure I	SHOPP	TOTA
I-215 Bi-County HOV	$34,850,000	$15,460,000	$11,881,000	$4,961,000	$51,403,000	$36,778,000	$0	$155,333,000
Newport Road Overcrossing	$0	$0	$0	$0	$0	$3,449,000	$0	$3,449,00
SUB-TOTAL	$34,850,000	$15,460,000	$11,881,000	$4,961,000	$51,403,000	$40,227,000	$0	$158,782,00
Pavement Rehab	$0	$0	$0	$0	$0	$0	$13,097,000	$13,097,00
TOTAL	$34,850,000	$15,460,000	$11,881,000	$4,961,000	$51,403,000	$40,227,000	$13,097,000	$171,879,000*

* Recommendation 1 total agreement amount
** Recommendation 2 total agreement amount

Financial Impact: This item is consistent with the 2011/2012 Fiscal Year Budget. Expenditures are expected to occur in future fiscal years.

BRD1202d-ks
Attachment: R12190 and C12189

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202d-ks
Attachment: R12190 and C12189

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R12190 Amendment No. N/A

By and Between

San Bernardino County Transportation Authority and Riverside County Transportation Commission

Contract Description I-215 Bi-County HOV: Construction Cooperative Agreement

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve cooperative agreement R12190

Is this Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	$16,842,000	**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	$	$16,842,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$16,842,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/01/12	12/31/14	-

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: To be paid with STIP-RIP and STIP-ITIP*

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

mm 1/19/12

Check all applicable boxes:

☐ Retention? If yes, indicate _____ %

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

[signature] 1-5-12 [signature] 1-5-12

Task Manager Signature Date Project Manager Signature Date

[signature] 1/19/12

Chief Financial Officer Signature Date Contracts Manager Signature Date

COOPERATIVE AGREEMENT NO. R12190

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FOR THE

CONSTRUCTION PHASE

OF THE

I-215 BI COUNTY HOV GAP CLOSURE PROJECT

This Cooperative Agreement (hereinafter referred to as this "Agreement") is entered into as of the Effective Date as defined herein by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("**AUTHORITY**") and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("**COMMISSION**") for the Construction Phase of the I-215 BI-COUNTY HOV GAP CLOSURE PROJECT ("**PROJECT**"). The AUTHORITY and COMMISSION are referred to herein individually as "**PARTY**" and collectively as "**PARTIES**".

RECITALS:

WHEREAS, the PARTIES desire to proceed with construction of the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project between the I-215/SR-60/SR-91 and I-215/Orange Show Road Interchanges in the counties of Riverside and San Bernardino, hereinafter referred to as the "PROJECT"; and

WHEREAS, the scope of the PROJECT is to add a HOV lane in each direction by reconstructing the inside and outside shoulders and restriping the lanes resulting in a varying width inside shoulder, one HOV lane with no buffer, three mixed flow lanes, and a varying width outside shoulder in each direction of I-215; and

WHEREAS, the PROJECT is located in San Bernardino County and partially within Riverside County and will be of mutual benefit to the AUTHORITY and COMMISSION; and

WHEREAS, the PARTIES entered into a Project Approval and Environmental Document (PA/ED) Agreement C09145 on February 4, 2009, said Agreement defining the responsibilities and obligations of the AUTHORITY and COMMISSION during the PA/ED phase; and

WHEREAS, the PARTIES entered into a Plans, Estimates, and Specifications (PS&E) and Right of Way (ROW) Agreement C10211 on June 15, 2010, said Agreement defining the responsibilities and obligations of the AUTHORITY and COMMISSION during the PS&E and ROW phases; and

WHEREAS, the PARTIES desire to set forth responsibilities and obligations of AUTHORITY and COMMISSION during the construction phase (**"Construction Phase"**) for the PROJECT; and

NOW, THEREFORE, AUTHORITY and COMMISSION agree to the following:

SECTION I ADMINISTRATION

a) The scope of this Agreement strictly applies to the work related to the Construction Phase of the PROJECT. Any work beyond what is necessary for construction of the project shall be part of an independent, separate agreement between the PARTIES.

b) The AUTHORITY and COMMISSION mutually agree that AUTHORITY shall be the lead agency on the PROJECT for Construction.

c) The PARTIES agree it would be to the benefit of the PARTIES to enter into negotiations with the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," to provide professional services and Advertise, Award, and Administer to ("AAA") the construction contract for PROJECT.

d) AUTHORITY shall enter into a separate Cooperative Agreement with STATE for the Construction Phase of the PROJECT.

e) AUTHORITY shall comply with all requirements set forth in the Cooperative Agreement to be entered into with STATE.

f) AUTHORITY shall be the responsible agency for procuring professional services from the STATE.

g) AUTHORITY shall render project management services and provide engineering and construction support services utilizing AUTHORITY's available staff, which will be supplemented with the AUTHORITY'S consultant staff.

h) Any contract for services or work to be reimbursed with COMMISSION funds to be provided pursuant to this Agreement shall include COMMISSION as an indemnified party by the consultant and as an additional insured. Such indemnification and insurance coverage shall be to the same extent as provided to AUTHORITY.

i) COMMISSION shall designate a Project Manager to represent COMMISSION, and AUTHORITY shall designate a Project Manager to represent AUTHORITY through whom all communications between the two agencies shall be channeled.

j) AUTHORITY shall coordinate and conduct project development team meetings on a monthly basis to provide the COMMISSION with updates that include schedule updates, cost updates, scope updates, status of action items, and status of issues/concerns.

k) COMMISSION agrees its Project Manager shall be responsible for preparing COMMISSION staff reports for COMMISSION Board consideration.

SECTION II FINANCIAL RESPONSIBILITIES

a) The Construction Phase of the PROJECT is estimated to cost $155,333,000 with the construction capital cost estimated at $139,063,000 and support cost estimated at $16,270,000. These costs are shown in Table 1, which is attached to this Agreement and by this reference incorporated into this Agreement, shall be the monetary obligation of the PARTIES.

b) COMMISSION's share of the cost of the Construction Phase of the PROJECT is estimated to total $16,842,000. This includes an estimated share of the construction capital cost at $15,078,000, and an estimated share of the construction support cost at $1,764,000. COMMISSION's share of the capital cost is based on the estimated actual cost of work within Riverside County. The COMMISSION's share of the construction support cost is 11.7% of the COMMISSION's share of the construction capital cost.

c) AUTHORITY's share of the cost of the Construction Phase of the PROJECT is estimated at $138,491,000 with an estimated share of the capital cost at $123,985,000 and an estimated share of the support cost at $14,506,000. AUTHORITY's share of the capital cost is based on the estimated actual cost of work within San Bernardino County. The COMMISSION's share of the support cost is 11.7% of the COMMISSION's share of the capital cost.

d) The cost estimate for the Construction Phase of the PROJECT is an estimated not to exceed amount to be used for budgetary and planning purposes and it is agreed that there is a potential for cost increases or decreases. Upon award of construction contract, AUTHORITY and COMMISSION shall review the contractor's bid and, if necessary, agree upon a revised estimate of each Party's contribution. Should the PROJECT cost exceed the monetary obligation shown on Table 1, Section II, Article Subparagraph (d) below shall apply. COMMISSION's share of the support cost shall remain fixed at 11.7% of the COMMISSION's share of the capital cost irrespective of the revised estimate.

e) The monetary obligation identified in this Agreement and the attached Table 1 and agreed to by AUTHORITY and COMMISSION, is a not to exceed obligation and neither AUTHORITY nor the COMMISSION may exceed this obligation unless both PARTIES obtain the necessary budget amendment authorization from their respective governing bodies, and a written amendment to this Agreement is executed by the PARTIES.

f) AUTHORITY and COMMISSION shall be responsible for their own administrative and management costs including, but not limited to, costs attributed to the preparation of invoices, billings and payments.

g) AUTHORITY and COMMISSION agree to independently develop their own funding plans for their respective share of PROJECT costs, execute funding agreements, and secure funds.

h) AUTHORITY may bill the COMMISSION on a monthly basis for reimbursement of a proportionate share, based on the COMMISSION's total obligation hereunder, of PROJECT expenditures. The bill to the COMMISSION shall contain copies of invoices paid by AUTHORITY and the invoices shall contain supporting documentation for expenditures associated with labor, other direct costs, and subconsultants.

i) COMMISSION agrees to pay all approved charges of AUTHORITY's invoice within 45 days of receipt of invoice.

j) COMMISSION's ability to fund its payment obligations under this Agreement utilizing STIP funding is subject to and contingent upon California Transportation Commission ("CTC") approval of COMMISSION's proposed allocation of STIP funds for the PROJECT. If such allocation is not approved, COMMISSION shall utilize an alternate source of funding to meet its obligations hereunder.

k) COMMISSION agrees to allow STATE to draw from its STIP funding or other state or federal funds used to fund its payment obligations under this Agreement should STATE AAA the construction contract for PROJECT.

SECTION III MISCELLANEOUS

a) Notices – Any notices, requests, or demands made between the PARTIES pursuant to this Agreement shall be addressed to the other PARTY at the address set forth below

i) Riverside County Transportation Commission
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Marlin Feenstra, Director of Project Delivery

Physical Address
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Marlin Feenstra, Director of Project Delivery

ii) San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attention: Garry Cohoe, Director of Project Delivery

b) Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c) Assignment – Neither this Agreement, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

d) Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

e) Waiver – No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

f) 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 attorney's fees directly arising from any third party legal action against a PARTY hereto and payable under the indemnification provisions of this Agreement.

g) 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 AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and hold harmless COMMISSION and all its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

h) Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction conferred upon COMMISSION and arising under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and hold harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by COMMISSION under this Agreement.

i) Termination

  i) Termination for Cause

    Any PARTY to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other PARTY. The PARTY alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, this Agreement may be terminated as to that PARTY deemed to be in breach of this Agreement.

ii) Termination for Convenience

In the event either PARTY terminates the agreement for convenience, the PARTY terminating the agreement for convenience shall furnish a thirty (30) day written notice to the other PARTY.

iii) Termination Costs

If COMMISSION terminates this Agreement, COMMISSION shall pay AUTHORITY all approved costs incurred by AUTHORITY in accordance with this Agreement and for which COMMISSION is responsible pursuant to the terms hereof, date, and actual and reasonable costs to be incurred as a result of terminating this Agreement. If AUTHORITY terminates this Agreement, AUTHORITY shall pay to COMMISSION all costs incurred by COMMISSION, including actual and reasonable costs to be incurred as a result of terminating this Agreement. Notwithstanding the foregoing, if this Agreement is terminated for cause, the non-breaching PARTY shall not be liable for any costs incurred as a result of such termination.

j) In the event of any conflict between the Agreement and Exhibit(s), Table(s), Figure(s) attached to this Agreement and incorporated by reference, the Agreement shall take precedence over the Exhibit(s), Table(s), and Figure(s).

k) Any amendment to this Agreement, amendment to the consultant contract(s), or significant change in the PROJECT scope or cost must be agreed to by both PARTIES in writing.

l) This Agreement shall terminate upon completion of PROJECT obligations of AUTHORITY and the delivery of required PROJECT documents to the COMMISSION including electronic copies of as-built plans for the PROJECT, or on December 31, 2014, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

m) There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be entered into as of the date signed by all PARTIES.

"COMMISSION"
Riverside County Transportation Commission

By:_____
Anne Mayer, Executive Director
RCTC

Date:_____

Attest:_____
Jennifer Harmon
Clerk of the Board

Approved As To Form And Procedure:

Best Best & Krieger LLP

By:_____
COMMISSION's Counsel

"AUTHORITY"
San Bernardino County Transportation Authority

By:_____
Larry McCallon, President
Board of Directors

Date:_____

Attest:_____
Vicki Watson
Board Secretary

Approved As To Form And Procedure:

By:_____
Penny Alexander-Kelley
General Counsel

Concurred:_____
Kathleen Murphy-Perez
Contracts Manager

TABLE 1
FUNDING PLAN

I-215 BI-COUNTY HOV GAP CLOSURE PROJECT

	CMAQ	CMIA	RIP (RCTC)	ITIP (RCTC)	STIP-RIP	Measure I	Total
Support	$3,283,000	$11,223,000	$1,764,000	$0	$0	$0	$16,270,000
Capital	$31,567,000	$4,237,000	$10,117,000	$4,961,000	$51,403,000	$36,778,000	$139,063,000
Total	**$34,850,000**	**$15,460,000**	**$11,881,000**	**$4,961,000**	**$51,403,000**	**$36,778,000**	**$155,333,000**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C12189 Amendment No. N/A

By and Between

San Bernardino County Transportation Authority and California Department of Transportation

Contract Description I-215 Bi-County HOV: Construction Cooperative Agreement

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve cooperative agreement C12189

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

CONTRACT OVERVIEW

Original Contract Amount	$	$158,782,000	**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	$	$158,782,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$158,782,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/01/12	12/31/14	-

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: To be paid with CMAQ, CMIA, STIP-RIP, STIP-ITIP, and Measure I Valley-Fwy*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate _____ %

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

mm 1/19/12

Task Manager Signature — Date 1-5-12

Project Manager Signature — Date 1-5-12

Chief Financial Officer Signature — Date 1/19/12

Contracts Manager Signature — Date

1/5/12

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 political subdivision of the State of California, referred to as AUTHORITY.

For the purpose of this Agreement, the term PARTNERS collectively refers to CALTRANS and AUTHORITY (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. For the purpose of this Agreement, three independent projects will be combined into one construction contract which includes the Newport Avenue Bridge Replacement, Pavement Rehabilitation, and the Interstate 215 High Occupancy Vehicle lanes; and supplemental work, will be referred to as PROJECT. All responsibilities assigned in this Agreement to complete construction will be referred to as OBLIGATIONS.

   This Agreement outlines the terms and conditions of cooperation between PARTNERS to complete construction for PROJECT.

3. Prior to this Agreement, AUTHORITY developed the Project Approval and Environmental Document and CALTRANS developed the Plans, Specifications and Estimate under Cooperative Agreement/Amendments 8-1435. AUTHORITY developed the Right of Way under Cooperative Agreement 8-1500.

4. The estimated date for OBLIGATION COMPLETION is November 20, 2018.

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

6. PROJECT impacts property of Burlington Northern Santa Fe (BNSF) railway and the Union Pacific Railroad (UPRR). PARTNERS are aware that BNSF and UPRR will perform

PROJECT plan reviews and impose other requirements in order for PROJECT to proceed around and within BNSF and UPRR properties.

CALTRANS will enter into a separate agreement with BNSF and UPRR to establish terms and conditions for review as well as reimbursement to BNSF and UPRR. Funds from this Agreement will be used to reimburse BNSF and UPRR as documented in the FUNDING SUMMARY.

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

RESPONSIBILITIES

8. CALTRANS and AUTHORITY will co-sponsor PROJECT.

9. CALTRANS and AUTHORITY are each a FUNDING PARTNER for this Agreement. The details of the funding commitments are documented in the latest FUNDING SUMMARY.

10. CALTRANS is the CEQA lead agency for PROJECT.

11. CALTRANS is the NEPA lead agency for PROJECT.

12. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

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

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

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

16. 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.

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

18. 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.

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

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

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

21. 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.

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

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

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

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

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

26. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AUTHORITY, 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.

27. 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.

28. 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.

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement.

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

Applicable Cost Principles and Administration Requirements

The federal cost principles and administrative requirements associated with each organization type apply to that organization.

Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18

CFR (Code of Federal Regulations)
OMB (Office of Management and Budget)

Related URLs:

- Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars
- Code of Federal Regulations: http://www.gpoaccess.gov/CFR

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

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

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

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and AUTHORITY 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.

40. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

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 PROJECT right of way 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

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY
401 RWQCB	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY
NPDES SWRCB	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY
1602 DFG	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY	AUTHORITY

Scope: CONSTRUCTION

46. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CALTRANS will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

47. CALTRANS will provide a RESIDENT ENGINEER and construction support staff that are independent of the design engineering company and construction contractor.

48. CALTRANS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over $100,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* prior to implementing the CCO.

49. CALTRANS will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.

50. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all FUNDING PARTNERS must be involved in determining how to proceed. If FUNDING PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.

51. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS specifications.

52. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for maintenance within PROJECT limits as part of the construction contract.

53. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.

COST

Cost: General

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

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

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

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

Each PARTNER will designate an authorized representative to sign the FUNDING SUMMARY on its behalf.

55. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.

56. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

57. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

58. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

    Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

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

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

61. 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.

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

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

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

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

66. 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.

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

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

69. 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.

70. Caltrans will draw from the state and federal funds shown in the FUNDING SUMMARY table for this PROJECT COMPONENT.

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

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

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

72. 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.

73. If CALTRANS reimburses AUTHORITY for any costs later determined to be unallowable, AUTHORITY will reimburse those funds.

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

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

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

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

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

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

Cost: Environmental Permits, Approvals and Agreements

78. 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: CONSTRUCTION Support

79. The cost of source inspection is an OBLIGATION cost.

80. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

Cost: CONSTRUCTION Capital

81. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

SCHEDULE

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

GENERAL CONDITIONS

83. 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

84. 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.

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

86. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by 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 AUTHORITY 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.

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

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

It is understood and agreed that AUTHORITY 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 AUTHORITY and/or its agents under this Agreement.

89. 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.

90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.

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

92. 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.

93. 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.

94. 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.

95. 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 AUTHORITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However,

if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

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

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

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

97. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

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

99. 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.

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

101. 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.

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

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS – The California Department of Transportation

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

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

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

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

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

FHWA – Federal Highway Administration

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

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

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

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory

Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

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

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

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

IMPLEMENTING AGENCY – The PARTNER 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.

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

PARTNER – Any individual signatory party to this Agreement.

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

PROJECT – The undertaking to three independent projects will be combined into one construction contract and includes the Newport Bridge Ave. replacement, pavement rehabilitation and the I-215 HOV lanes.

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

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

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

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.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

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

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

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

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for

adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:
Robert So, Office of Program/Project Management Support
464 West 4th Street, 6th Floor (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-4513

The primary Agreement contact person for AUTHORITY is:
Paul Melocoton, Project Manager
1170 West 3rd Street
San Bernardino, California 92410
Office Phone: (909) 884-8276 ext 149

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: _____

By:_____
Vicki Watson
Clerk of the Board

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Penney Alexander-Kelley
Authority's Counsel

Date:_____

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Authority's Counsel

Date:_____

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
5	270				Construction Engineering and General Contract Administration	X		
5	275				Construction Engineering and General Contract Administration of Structures Work	X		
5	285				Contract Change Order Administration	X		
5	290				Resolve Contract Claims	X		
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report	X		
4	300				Final Right of Way Engineering	X		

FUNDING SUMMARY Number 1

Project Number: 0000000506
Agreement: 08-1530
C12189

Part I – Funding Summary Table *Draft 1/5/12*

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Totals by Fund Type
STATE	AUTHORITY	Bond - Corridor Mobility Improvement (CMIA)	$4,237,000	$11,223,000	$15,460,000
STATE	CALTRANS	SHOPP	$12,297,000	$800,000	$13,097,000
STATE	AUTHORITY	STIP/RIP	$61,520,000	$1,764,000	$63,284,000
STATE	AUTHORITY	STIP/ITIP	$4,961,000	$0	$4,961,000
FEDERAL	AUTHORITY	Congestion Mitigation and Air Quality (CMAQ)	$31,567,000	$3,283,000	$34,850,000
LOCAL	AUTHORITY	Measure I	$39,866,000	$361,000	$40,227,000
		Totals by Component	$154,448,000	$17,431,000	$171,879,000

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This table represents full funding of each PROJECT COMPONENT in Agreement 08-1530.

Billing and payment details follow.

1 of 5

FUNDING SUMMARY Number 1

Project Number: 0000000506
Agreement: 08-1530
C12189

Part II – Billing and Payment Details

Responsibilities

CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.

Cost: CONSTRUCTION Support

1. Each PARTNER listed below will do work for CONSTRUCTION Support as described in the SCOPE SUMMARY of the cooperative agreement:
   - CALTRANS

   Therefore, based on the funding arrangements presented in the Funding Summary Table:
   - CALTRANS may invoice AUTHORITY

2. PARTNERS will exchange funds for actual costs.

   CALTRANS will invoice AUTHORITY for an initial deposit of $150,000 thirty (30) working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs.

   Thereafter, CALTRANS will submit to AUTHORITY monthly invoices of estimated costs based on the prior month's actual expenditures. This will include all expenditures incurred by BNSF and UPRR for coordination and review as specified in the Spending Summary.

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

Cost: CONSTRUCTION Capital

3. CALTRANS will invoice AUTHORITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

4. Each PARTNER listed below will do work for CONSTRUCTION Capital as described in the SCOPE SUMMARY of the cooperative agreement:
   - CALTRANS

   Therefore, based on the funding arrangements presented in the Funding Summary Table:
   - CALTRANS may invoice AUTHORITY

5. PARTNERS will exchange funds for actual costs.

FUNDING SUMMARY Number 1

Project Number: 0000000506
CALTRANS Agreement: 08-1530

CALTRANS will invoice AUTHORITY for an initial deposit of $5,000,000 thirty (30) working days prior to the construction contract bid advertisement date. This deposit represents one (1) months' estimated capital cost.

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

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

FUNDING SUMMARY Number 1

Project Number: 0000000506
CALTRANS Agreement: 08-1530

Part III – Spending Summary

Description	Partner Administering	Funding Partner	Not to exceed Amount from Measure I funds
Payment for Burlington Northern Santa Fe (BNSF) coordination and reviews.	CALTRANS	AUTHORITY	$5,900,000
Payment for Union Pacific Railroad (UPRR) coordination and reviews.	CALTRANS	AUTHORITY	$400,000

Project	Breakdown	CMAQ	CMIA	STIP-RIP	STIP-ITIP	Measure I	SHOPP	TOTAL
0M940	Support	$3,283,000	$11,223,000	$1,764,000	$0	$0	$0	$16,270,000
	Capital	$31,567,000	$4,237,000	$61,520,000	$4,961,000	$36,778,000	$0	$139,063,000
	Total	$34,850,000	$15,460,000	$63,284,000	$4,961,000	$36,778,000	$0	$155,333,000
0P510	Support	$0	$0	$0	$0	$361,000	$0	$361,000
	Capital	$0	$0	$0	$0	$3,088,000	$0	$3,088,000
	Total	$0	$0	$0	$0	$3,449,000	$0	$3,449,000
0H330	Support	$0	$0	$0	$0	$0	$800,000	$800,000
	Capital	$0	$0	$0	$0	$0	$12,297,000	$12,297,000
	Total	$0	$0	$0	$0	$0	$13,097,000	$13,097,000
TOTAL		$34,850,000	$15,460,000	$63,284,000	$4,961,000	$40,227,000	$13,097,000	$171,879,000

FUNDING SUMMARY Number 1

Project Number: 0000000506
CALTRANS Agreement: 08-1530

Part IV – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:_____
Basem Muallem
Deputy District Director
Program Project Management

Date:_____

By:_____
Lisa Pacheco
District Budget Manager

Date:_____

By:_____
HQ Accounting

Date:_____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

By:_____
Vicki Watson
Clerk of the Board

Date:_____

APPROVED AS TO FORM AND
PROCEDURE

By:_____
Penny Alexander-Kelley
Authority's Counsel

Date:_____

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contract Manager

Date:_____

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: February 1, 2012

Subject: Purchase & Sale Agreements for acquisition of property necessary for the Newport Overcrossing Bridge Replacement, part of 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 Agreements, pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507), to acquire the properties identified in Attachment "A" for construction of the Newport Overcrossing Bridge Replacement, part of the I-215 Bi-County HOV Gap Closure Project.

Background: Staff's intention is to utilize SANBAG's Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507) for this project. The Board has previously approved the procedure on this particular project in order to assure timely acquisition of property critical to maintaining the planned construction schedule so as not to jeopardize the Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction.

In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The project

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

	COG	X	CTC		CTA		SAFE		CMA

Check all that apply
BRD1202a-ks
Attachments: BRD1202a1-ks, BRD1202a2-ks

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. In January 2012, the Board approved Right-of-Way Cooperative Agreement No. C11015 with Caltrans for the acquisition of properties required for the replacement of the I-215/Newport Overcrossing as part of the I-215 Bi-County HOV project. The existing I-215/Newport Overcrossing has a low vertical clearance that poses accessibility issues for tractor trailers and other oversized vehicles.

Caltrans issued an Environmental Document for the Newport Overcrossing project on October 27, 2011 and approved the Project Report on November 9, 2011, which cleared the way to proceed with the right-of-way acquisition process. The project requires the acquisition of two temporary construction easements, a slope easement, and a footing easement.

As an agent to SANBAG, Overland, Pacific & Cutler, Inc. (OPC) has completed appraisals of the four subject properties and the required documentation to purchase the properties. The subject properties are summarized in attachment "A." The total costs for acquiring required easements on these four (4) 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 $148,913, which includes an approximate 50% contingency above the appraised easement values contained in the appraisal reports. The 50% contingency can be rationalized based on the additional cost associated with the curative work that may be required on the SCE parcel (installation of a security barrier on top of the new retaining wall), and administrative settlements to avoid condemnation on the other 3 properties.

Caltrans has approved the appraisals and the next step in the process requires negotiations with property owners and execution of Purchase & Sale Agreements. Since SANBAG is providing the funding for the acquisition, SANBAG needs to sign the Purchase & Sale Agreements.

Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the Bi-County HOV project so as not to jeopardize the Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction.

Staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard

administrative process for acquisition of right-of-way whereby the Executive Director and Director of Program Management are authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the four (4) properties identified herein. Standard Caltrans agreement format will be used for these acquisitions and a copy of this standard agreement is attached for reference.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding is provided under Task No. 83912000. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item was reviewed and recommended for approval (15-0-1; Abstained: Stanckiewitz), by the Major Projects Committee on January 12, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202a-ks
Attachments: BRD1202a1-ks, BRD1202a2-ks

ATTACHMENT "A"

Newport Overcrossing Bridge Replacement Project - Parcels Information

PARCEL #	A.P.N. #	CALTRANS #	Owner	ADDRESS	CITY	TYPE
1	0275-251-29	22050	Southern California Edison Co	Newport Avenue (no physical address)	Grand Terrace	Temporary Construction Easement
2	0275-251-54	22051	John & Rebecca Joseph	11868 Canal Street	Grand Terrace	Temporary Construction Easement
3	0275-211-44	22388	Skerrett Trust	22085 Newport Avenue	Grand Terrace	Slope Easement
4	0275-201-02	22389	Southern California Edison Co	Newport Avenue (no physical address)	Grand Terrace	Footing Easement & Temporary Construction Easement

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY CONTRACT
STATE HIGHWAY

RW 8-3 (Rev. 6/95)

CONFIDENTIAL
This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

APN:

District	County	Route	P.M. (KP)	E.A.	Program	Fed. Ref.	Name	Parcel

_____ , California

_____ , 2011

_____
Grantor(s)

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Document No. _____to the State of California, in the form of a_____, outlined on the attached map marked Exhibit A and covering the property particularly described in Clause 3 below, has been executed and delivered to Janet M Parks, SR/WA, R/W-AMC, Project Manager, Overland, Pacific & Cutler, Inc.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.

2. The San Bernardino Associated Governments (hereinafter referred to as "SANBAG") shall pay the undersigned Grantor the sum of $0.00 for this acquisition.

3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the State, shall commence upon the 30 day notice to start construction within your property, or the close of the escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

4. The undersigned Grantor warrants that he is the owner in fee simple of the property affected by this acquisition as described in Clause 3 above and that he has the exclusive right to grant these rights.

5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding one month and that Grantor agrees to hold the State harmless and reimburse State for any and all its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed is to be provided to State prior to the close of escrow.

6. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

7. It is understood and agreed by and between the parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed highway project, including, but not limited to, any expense which Grantors may incur in restoring the utility of their remaining property.

8. Grantor understands and agrees that after completion of the work described above, if any, said facility will be considered as Grantor's sole property and Grantor will be responsible for any necessary maintenance and repair.

9. [Insert interest to be acquired], as identified in Exhibit A (attached) is needed for construction of the proposed highway improvements. [Insert if TCE is required] Said easement shall be for a period of eighteen (18) months from the date the contractor starts such construction within the easement. Said eighteen (18) months shall begin no sooner than the date on which the department awards the construction contract and end no later than the completion of the construction within the easement or 5 years from contract award, whichever occurs first.

   Permission is hereby granted the State or its authorized agent to enter upon Grantors' land within the temporary construction easement shown on the map marked Exhibit "A" attached hereto and made a part hereof. Existing improvements located within this temporary construction easement will either be protected in place or removed and replaced in-kind by the State or the State's contractor. The State, upon termination of the temporary construction easement, shall restore the Grantors' land and any improvements disturbed by the State or its contractors to as good or better condition prior to any such installation or work.

10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

11. State agrees to indemnify and hold harmless the undersigned Grantors [insert names of Grantors] from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at it option, either repair or pay for such damage.

12. This transaction shall be handled through an internal escrow by the State of California, Department of Transportation.

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

[Insert Full Property Vesting]

_____ Date
Grantor

_____ Date
Grantor

_____ Date
Grantor

_____ Date
Grantor

San Bernardino Associated Governments (SANBAG):

By _____
William T. Schuiling
Interim Executive Director

BRD1202a2-ks

No Obligations Other Than Those Set Forth Herein Will Be Recognized

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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: 24

Date: February 1, 2012

Subject: Lenwood Road Grade Separation Project

Recommendation:* Approve Amendment No. 2 to Contract C10143 with URS Corporation Americas (URS) for preparation of the Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) phases of project development for the Lenwood Road Grade Separation Project, removing right of way legal support services from the scope of work resulting in a contract reduction of $432,000 for a new not to exceed contract amount of $3,523,504.

Background: **This is an amendment to an existing contract.** In January 2010, SANBAG entered into professional services Contract No. C10143 with URS for PA&ED, PS&E and right of way engineering and support services for the Lenwood Road Grade Separation project.

On October 5, 2011, SANBAG approved Amendment No. 1 to professional services agreement C10143 with URS Corporation Americas for various items, including the addition of right of way legal support services to the scope of work in a not to exceed amount of $432,000. The right of way legal support services were to be provided by the firm of Alvarado and Smith through a second-tier subconsultant agreement with URS' right of way subconsultant, Epic Land Solutions, Inc. (Epic).

Subsequent to approval of the aforementioned contract amendment, SANBAG General Counsel identified a conflict of interest if Alvarado and Smith were to

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1202b-bf
Attachment: C1014302

provide legal services and advice to SANBAG regarding property acquisitions for the Lenwood Road Grade Separation Project while under contract with, and therefore compensated by, Epic. For this reason, no right of way legal support services can be rendered to SANBAG under the current contract.

Accordingly, staff recommends approval of Amendment No. 2 to Contract C10143 to delete right of way legal support services from URS' scope of work. The right of way legal support services will be performed by the law firm contracted with SANBAG for on call right of way legal services. Staff recommends a reduction to the contract amount by $432,000, from a not-to-exceed total amount of $3,955,504 to $3,523,504.

Financial Impact: Approval of this item has no impact on the approved 2011/2012 Fiscal Year Budget for Task 0881.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 20, 2012. SANBAG General Council and Contracts Manager have reviewed and approved the subject contact amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202b-bf
Attachment: C1014302

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10143 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and URS Corporation Americas

Contract Description PA/ED and PS&E for Lenwood Road Grade Separation

Board of Director's Meeting Date: March 7, 2012

Overview of BOD Action: Approve Amendment No. 2 to Contract C10143 with URS Corporation Americas (URS) for preparation of the Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimates (PS&E) phases of project development for the Lenwood Road Grade Separation Project, removing right of way legal support services from the scope of work resulting in a contract reduction in the amount of $432,000 for a new not to exceed contract amount of $3,523,504.

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

CONTRACT OVERVIEW

Original Contract Amount	$	2,540,649	**Original Contingency Amount**	$	574,459
Revised Contract Amount *Inclusive of prior amendments*	$	3,381,045	**Revised Contingency Amount** *Inclusive of prior amendments*	$	574,459
Current Amendment Amount	$	(432,000)	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	2,949,045	**TOTAL CONTINGENCY VALUE**	$	574,459
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,523,504

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
1/6/2010	8/29/2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0881.

☐ A Budget Amendment is required.

How are we funding current FY? San Bernardino County and Measure I MLH North Desert

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* San Bernardino County, City of Barstow and Measure I (MLH North Desert) funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

MM 1/12/12

Task Manager Signature	1-17-12 Date	Project Manager Signature for BF	1-11-12 Date
Chief Financial Officer Signature	1/17/12 Date	Contracts Manager Signature	1-17-12 Date

C1014301

AMENDMENT NO. 2 TO

CONTRACT NO. C10143

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

URS CORPORATION AMERICAS

This AMENDMENT No. 2 to Contract No. C10143 is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments acting as the San Bernardino County Transportation Authority (hereafter called AUTHORITY) and the firm of URS Corporation Americas (hereafter called CONSULTANT):

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C10143, has engaged the services of CONSULTANT to provide services for the Project Approval and Environmental Document (PA&ED) and Plans, Specifications and Estimate (PS&E) phases of project development for the Lenwood Road Grade Separation Project, and

WHEREAS, the parties hereto previously amended Contract No. C10143 to add right of way legal support services to the CONSULTANT's scope of work for the project through a second tier subconsultant attorney, and

WHEREAS, the AUTHORITY subsequently determined that an attorney-client conflict of interest exists where a second-tier subconsultant attorney provides legal advice to AUTHORITY on issues related to eminent domain proceedings, and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to remove right of way legal support services from the CONSULTANT's scope of work.

NOW, THEREFORE, it is mutually understood and agreed by both parties that Contract C10143 is amended in the following particulars only:

1. Amend the Contract scope of services to remove right of way legal support services from the contractual scope work as described in Exhibit "A", Scope of Service, "Task 5 Right of Way Support Legal Services" of Amendment No. 1.

2. Amend Article 3, entitled "Contract Price and Cost Principles", paragraph 3.2 to delete $3,955,504 as the Not-To-Exceed Amount and replace with $3,523,504 as the new Not-To-Exceed Amount.

3. The Effective Date is the date that the AUTHORITY executes this Amendment No. 2.

4. Except as previously amended and by this Amendment No. 2, all other provisions of Contract No. C10143 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the day and year below written, but effective as of the day and year first set forth identified herein.

URS CORPORATION AMERICAS

By:_____
Brian Wynne
Vice President

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon, President
Board of Directors

Date:_____

APPROVED AS TO LEGAL FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

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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: February 1, 2012

Subject: Allocation of Project Development and Traffic Management Systems (PDTMS) Funds in the Victor Valley

Recommendation:* 1. Allocate a total of $300,000 in the current fiscal year and $200,000 in fiscal year 2012/2013 from Victor Valley Subarea PDTMS program funds to contribute to initial environmental studies to add a passenger rail component to the High Desert Corridor.

2. Approve a budget amendment to Task No. 0213, High Desert Corridor Studies, to increase the task by $300,000 to fund SANBAG's contribution to adding a rail component to the environmental studies for the High Desert Corridor.

Background: Currently, a Draft Environmental Impact Study is being conducted by Caltrans District 7 to study the alternatives associated with building the High Desert Corridor (HDC). The proposed HDC would provide a new freeway/expressway linking State Route 14 in Los Angeles County with State Route 18 in San Bernardino County. This study is only looking at the HDC for vehicular traffic.

At the same time as this work is proceeding, the Desert Xpress high speed rail project from Las Vegas to Victorville has been receiving its environmental clearances through the Federal Railroad Administration. An opportunity exists to use the HDC as a rail corridor in addition to a vehicle corridor. This has the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1202c-dab

potential to create a rail linkage with conventional passenger rail and future high speed rail in Los Angeles County. This would mean that residents in the Victor Valley would be able to board a train in Victorville and connect with the Metrolink system or the proposed California High Speed Rail network.

This has the potential to increase the transportation options for all of the High Desert. In order to explore this possibility, it is necessary to add a rail component to the current HDC studies that are being conducted. The Los Angeles Metropolitan Transportation Authority (LAMTA) is willing to contribute funds towards this purpose and has asked SANBAG to participate as well.

The PDTMS program was established to fund exactly this type of corridor study and could help bring passenger rail service to the High Desert closer to reality.

Financial Impact: This item is not consistent with the Fiscal Year 2011/2012 budget and a budget amendment is required to increase Task No. 0213, High Desert Corridor Studies, by $300,000. This would be funded from existing Measure I Victor Valley PDTMS fund balance. Additionally, $200,000 will need to be included in the Fiscal Year 2012/2013 budget to bring the total contribution to $500,000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on January 20, 2012.

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

DISCUSSION ITEMS

Governments
SANBAG
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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: 26

Date: February 1, 2012

Subject: Implementation of the Redevelopment Dissolution Act

Recommendation:* Receive a presentation on the requirements of AB X1 26 from the County of San Bernardino's Auditor/Controller and Chief Executive Officer.

Background: On June 29, 2011, the Governor signed Assembly Bills X1 26 and X1 27 as part of the State's budget package. These bills eliminated redevelopment agencies (X1 26) and provided a mechanism for an agency to continue operations if it provided funds to the State (X1 27). On July 18, 2011, a lawsuit was filed petitioning the California Supreme Court to overturn these bills. On December 29, 2011 the California Supreme Court ruled that Assembly Bill X1 26 (the "Dissolution Act") was constitutional and Assembly Bill X1 27 (the "Alternative Redevelopment Act") was unconstitutional.

The Supreme Court decision dissolves all California redevelopment agencies on February 1, 2012 pursuant to the Dissolution Act. Now that the Supreme Court has made its decision, the cities and County need to implement the provisions of the Dissolution Act. There are twenty-four redevelopment agencies and two base reuse agencies in the County. On January 12, 2012, the Auditor/Controller and County Chief Executive Officer met with staff from most of the cities to review actions, timelines and responsibilities under the Act. The Auditor/Controller and the County Chief Executive Officer would like to take an opportunity to speak with elected leaders to provide their perspectives and answer questions.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1202d-ty

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item is included at the request of Supervisor Josie Gonzales and has had no prior Committee review.

Responsible Staff: Ty Schuiling, Interim Executive Director

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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: 27

Date: February 1, 2012

Subject: City Participation in San Bernardino County Interagency Council on Homelessness and the Homeless Partnership

Recommendation:* Receive presentation on the Interagency Council and Homeless Partnership.

Background: The San Bernardino County Office of Homeless Services was established in 2007 by the Board of Supervisors to address the issue of homelessness in San Bernardino County. The County Office of Homeless Services collaborated with County Agencies serving the homeless population, as well as Cities, and homeless service providers to develop the San Bernardino County 10 Year Plan to end Homelessness. The annual grant submission to Housing and Urban Development (HUD) for the federal homeless continuum of care dollars through the San Bernardino County Homeless Partnership is developed through that ongoing collaboration.

The Interagency Council on Homelessness (ICH) is the policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1202c-ty

Attachment: BRD1202c1-ty

The ICH currently has vacancies for public and elected officials to serve as voting members. This item is to detail the purpose of the Partnership, the responsibilities of the ICH, and the importance of city participation in helping to address homelessness and homeless recidivism within the County.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: An abbreviated presentation was received by the Plans and Programs Committee on January 18, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1202c-ty
Attachment: BRD1202c1-ty

Membership Composition

The membership of the ICH shall be broadly based with representation from all sectors of the community, including but not limited to: homeless service providers, representatives of federal, state and local government, corporations, and concerned individuals.

The ICH membership shall be composed of no more than 30 members:

1. Two (2) members from the San Bernardino County Board of Supervisors or designee;
2. Seven (7) elected officials or designee (i.e., city manager, economic development or city director, mayor's office) representing cities within San Bernardino County:
    a. Three (3) from cities with populations greater than 100,000 residents,
    b. Two (2) from cities with populations between 50,000 to 99,999 residents,
    c. Two (2) from cities with populations less than 50,000 residents;
3. Director or designee of the Department of Behavioral Health;
4. Director or designee of the Community Action Partnership of San Bernardino County;
5. Director or designee of Human Services;
6. Director or designee from the San Bernardino County Public Housing Authority;
7. Director or designee of the Department of Probation;
8. Director or designee of Redevelopment and Housing for San Bernardino County;
9. One (1) representative from the Veterans Administration Health Care System;
10. One (1) representative from the San Bernardino County Specialty Courts system;
11. Administrator or designee of the State Department of Rehabilitation;
12. Superintendent of San Bernardino County Schools or designee;
13. Director of 2-1-1 San Bernardino or designee;
14. One (1) representative from the San Bernardino County Sheriff's Department;
15. One (1) representative from the Homeless Management Information System (HMIS) Lead Agency;
16. Five (5) members at-large from organizations and agencies selected to serve as representatives of the Homeless Provider Network; and
17. Up to three (3) general at-large members.

Homeless Service Providers

Key: ES = Emergency Shelter DV = Domestic Violence T = Transitional Housing P = Permanent Housing

C = Case Management R = Rental Assistance U = Utility Assistance F = Food Bank

SS = Supportive Services

Site/Organization Name	Street Address	City	Zip	Phone	Website	Services Offered
Adelanto Community Resource Center	11824 Air Expressway	Adelanto	92301	760-246-8401		F,SS
Life Community Development	15815 Horizon Way	Adelanto	92301	760-246-0691 office		T,C,SS
Catholic Charities	16051 Kasota Road, Suite 700	Apple Valley	92307	760-242-2311 x8454	www.ccsbriv.org	ES,C,R,U,SS
Desert Communities United Way	16192 Siskiyou Road, #4	Apple Valley	92307	760-242-5370	www.dcuw.org	SS
Feed My Sheep of the High Desert	21811 Ottawa Road	Apple Valley	92308	760-243-4343	www.FeedMySheepHighDesert.org	F
Catholic Charities	703 E. Main Street	Barstow	92311	760-256-3733	www.ccsbriv.org	ES,C,R,U,SS
County of San Bernardino Department of Public Health*	303 E. Mt. View Street	Barstow	92311	800-722-4777	www.sbcounty.gov/dph	SS
Desert Manna Ministries	209 N. 1st Avenue (shelter)	Barstow	92311	760-255-9025 shelter	www.desertmanna.com	ES,C,F,U,SS - office located at 201 N. 1st Avenue, Barstow, CA 92311
Desert Sanctuary Inc./Haley House	703 E. Main Street	Barstow	92311	760-256-3733		ES,DV,C,SS
New Hope Village, Inc	203 W. Fredricks Street, #3	Barstow	92311	760-256-3656		T,C,SS
County of San Bernardino Department of Public Health*	477 Summit Blvd.	Big Bear Lake	92315	800-722-4777	www.sbcounty.gov/dph	SS - mailing address PO Box 2835, Big Bear Lake, CA 92315
Doves of Big Bear Valley	41943 Big Bear Blvd.	Big Bear Lake	92315	909-866-1546	www.doves-stop-violence.org	address is PO Box 3646, Big Bear Lake, CA 92315
House of Hope Ministry	868 W. Montrose St.	Bloomington	92316	909-875-2476		T,SS
Caring for the Hills	15558 Avery St.	Chino Hills	91709	909-597-1454		F
Foothill Aids Project	233 W. Harrison Avenue	Claremont	91711	909-482-2066	www.fapinfo.org	ES,T,P,C,U,F,SS
House of Ruth	PO Box 459	Claremont	91711	909-623-4364	www.houseofruthinc.org	ES,DV,T,C,SS
The Law Offices of Bill LaTour, Ph.D., J.D. Social Security Disability & SSI	1420 E. Cooley Drive, Suite 100	Colton	92324	909-796-4560		SS
Inspire Life Skills Training, Inc.	2279 Eagle Glen Pkwy., #112-PMB #131	Corona	92883	909-226-1452	www.inspirelifeskills.org	T,SS (aged out youth only)

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St. Anne's Transitional Home for Soldiers	23833 Palomino Drive	Diamond Bar	91765	909-612-1197		T,C,SS - contact Gail Moore
Water of Life Church, City Link	8440 Nuevo Avenue	Fontana	92335	909-803-1059	www.FontanaCAP.org	T,C,R,U,SS
Clear Water Residential Care for the Elderly & Homeless	9932 Pepper Street	Fontana	92335	951-443-6849	www.clearwaterresidential.org	T,P,C,SS
County of San Bernardino Department of Public Health*	16453 Bear Valley Road	Hesperia	92345	800-722-4777	www.sbcounty.gov/dph	SS
Feed My Sheep of the High Desert	11616 Hesperia Road	Hesperia	92345	760-243-4343	www.FeedMySheepHighDesert.org	F
Victor Valley Family Resource Center	16000 Yucca Street	Hesperia	92345	760-669-0300	www.VVFRC.com	T,C,U,SS
Hope Homes	18985-18999 Cajon Blvd.	San Bernardino	92407	909-864-0644		T,P,SS - mailing address PO Box 21, Highland, CA
American Red Cross	6177 River Crest Dr., Ste. B	Riverside	92507	888-831-0031	www.morongobasin-redcross.org	ES,SS
Morongo Basin Unity Home	61740 29 Palms Hwy.	Joshua Tree	92252	760-366-9663	www.joshuatreevillage.com/508/mbuh.htm	address is PO Box 1662, Joshua Tree, CA 92252
The Way Station	61722 Commercial Street	Joshua Tree	92252	760-366-8088		F
Department of Child Support Services*	10417 Mountain View Avenue	Loma Linda	92354	866-901-3212	www.sbcounty.gov/dcss	SS
Inland Temporary Homes	PO Box 239	Loma Linda	92354	909-796-6381	www.ithomes.org	T,C,SS - address confidential
SunFlower Community Services, Inc.	1757 Hardt Street	Loma Linda	92354	909-534-1148		T
VA Loma Linda Healthcare System - Health Care for Homeless Veterans (HCHV)	11201 Benton Street	Loma Linda	92357	909-825-7084	www.va.gov	T,P,C,SS - Outreach and Homeless Program x3776
Lucerne Valley Domestic Violence	32649 State Highway 18	Lucerne Valley	92356	760-248-2064	www.lucernevalley.net/orgs/domestic/info.htm	ES,DV,C,SS - mailing address is PO Box 2003,
United States Veterans Initiative-Riverside	15105 6th Street	March AFB	92518	951-656-6889	www.usvetsinc.org	T,P,C
Disability Central	PO Box 797	Mira Loma	91752	951-790-1155		SS - contact Janet Williams
Clear Water Residential Care for the Elderly & Homeless	PO Box 9188	Moreno Valley	92552	951-443-6849	www.clearwaterresidential.org	T,P,C,SS - address confidential but locations in Moreno Valley, Fontana, & San Bernardino
Empowered Words to Divine Miracles Deliverance Ministries	PO Box 457	Moreno Valley	92553	951-443-9549		SS - address confidential
County of San Bernardino Department of Public Health*	1406 Bailey Avenue, Suite D	Needles	92363	800-722-4777	www.sbcounty.gov/dph	SS
Catholic Charities	904 E. California Street	Ontario	91761	909-391-4882	www.ccsbriv.org	ES,C,R,U,SS

County of San Bernardino Department of Public Health*	1647 E. Holt Blvd.	Ontario	91761	800-722-4777	www.sbcounty.gov/dph	SS
Fresh Start Ministries and Community Services, Inc.	1556 South Sultana Avenue	Ontario	91761	909-988-7942	www.freshstartmininc.org	SS
House of Ruth Walk In Center	522 Fern Avenue	Ontario	91762			ES,DV,T,C,SS
Inland Valley Hope Partners SOVA Program Center	904 E. California Street	Ontario	91761	909-391-4882	www.inlandvalleyhopepartners.org	F,SS
Mercy House	PO Box 9434	Ontario	91762	909-460-6768	www.mercyhouse.net	T,C,R,U,SS
Para Los Ninos	531 N. Euclid Avenue	Ontario	91762	909-230-6400	www.paralosninos.org	ES,C,SS
Department of Child Support Services*	191 N. Vineyard Avenue	Ontario	91764	866-901-3212	www.sbcounty.gov/dcss	SS
The Salvation Army	1412 S. Euclid Avenue	Ontario	91762	909-986-6748	http://www1.usw.salvationarmy.org/usw/www.usw.nsf	ES,SS
Making a Difference Ministry	14616 Valle Vista Road	Phelan	92371	760-868-3776		P,SS
Angels Who Care, Inc.	675 S. White Avenue	Pomona	91767	909-214-7699		F,SS
House of Ruth Walk In Center	599 N. Main Street	Pomona	91768	909-623-4364		ES,DV,T,C,SS
Inland Valley Hope Partners	1753 N. Park Avenue	Pomona	91768	909-622-3806	www.inlandvalleyhopepartners.org	ES,C,F,SS
Nabahood Community Development	370 E. Holt Avenue	Pomona	91767	909-489-0035	www.nabahood.com	P,C,SS
Affirming Community Initiatives (ACI Ministries)	9791 Arrow Route	Rancho Cucamonga	91730	909-609-1475	www.aciministries.com	F,SS
Beauty for Ashes-Aftercare Program	9791 Arrow Route	Rancho Cucamonga	91730	909-477-2781 x2365	www.bfa-aftercare.org	C,SS
Inland Counties Legal Services Inc.	10601 Civic Center Drive, #260	Rancho Cucamonga	91730	909-980-0982	www.inlandlegal.org	SS
Inland Empire United Way	9624 Hermosa Avenue	Rancho Cucamonga	91730	909-980-2857	www.ieuw.org	SS
Inland Fair Housing and Mediation Board	10681 Foothill Blvd., Suite 101	Rancho Cucamonga	91730	800-321-0911 x114		SS
Pacific Clinics Rancho Cucamonga One Stop TAY Center	9047 Arrow Route, #170	Rancho Cucamonga	91730	909-466-8696	www.pacificclinics.org	C,SS
R.C Family Resource Center	9791 Arrow Route	Rancho Cucamonga	91730	909-477-2781	www.cityofrc.us/cityhall/cs/parks/facility/resource.asp	SS
Returning Home, Inc.	8316 Red Oak Street, Suite 203	Rancho Cucamonga	91730	909-989-6516		F
Building a Generation	932 W. Cypress Avenue	Redlands	92373	909-793-8822	www.buildingageneration.org	C,U,SS
County of San Bernardino Department of Public Health*	800 E. Lugonia Avenue, Suite F	Redlands	92374	800-722-4777	www.sbcounty.gov/dph	SS
Family Services Association of Redlands	612 Lawton Street	Redlands	92374	909-793-2673	www.redlandsfamilyservice.org	T,C,R,U,F,SS
The Blessing Center	760 E. Stuart Ave.	Redlands	92374	909-793-5677		F,SS
The Salvation Army	838 Alta Street	Redlands	92373	909-663-4543		SS
YouthHope Foundation	PO Box 601	Redlands	92373	909-793-2673	www.youthhope.org	F,SS

Cathedral of Praise	1521 S. Riverside Ave.	Rialto	92376	909-874-8676	www.copim.org	T,C,R,U,SS - mailing address PO Box 736,
House of Prayer	202 N. Riverside Avenue, Suite D	Rialto	92376	909-874-4810	www.hopgom.com	P,C,F,SS
Scott Housing	6713 Indiana Avenue, Suite	Riverside	92506	951-378-1600		ES,T,P
S.O.A.R.	5055 Canyon Crest Drive	Riverside	92507	951-750-7627		ES,T,P
Arrowhead United Way	646 North "D" Street	San Bernardino	92401	909-884-9441	www.arrowheadunitedway.org	SS
Catholic Charities	1800 Western Avenue, #107	San Bernardino	92411	909-880-3625	www.ccsbriv.org	ES,C,R,U,SS
CDCR California State University San Bernardino Day Reporting	1465 South "D" Street	San Bernardino	92408	909-327-2981		T,C,SS
Central City Lutheran Mission	1354 North "G" Street	San Bernardino	92405	909-381-6921	www.cclm.org	ES (cold
Community Action Partnership of San Bernardino County	696 S. Tippecanoe Avenue	San Bernardino	92415	909-723-1500	www.capsbc.org	T,C,R,U,F,SS
Community Action Partnership of San Bernardino County (CAPSBC) Family Development Office*	1505 South "D" Street	San Bernardino	92408	909-723-1560	www.capsbc.org	T,C,R,U,F,SS
County of San Bernardino Department of Public Health*	351 N. Mountain View Avenue	San Bernardino	92415	800-782-4264	www.sbcounty.gov/dph	SS - TDD 909-387-6359
County of San Bernardino Department of Public Health*	790 E. Rialto Avenue	San Bernardino	92415	800-722-4777	www.sbcounty.gov/dph	SS
Department of Behavioral Health*	820 E. Gilbert Street	San Bernardino	92415	909-387-7238		P,C,SS - by referral only
Foothill Aids Project	364 Orange Show Lane	San Bernardino	92408	909-884-2722	www.fapinfo.org	ES,T,P,C,U,F,SS
Frazee Community Center	1140 W. Mill Street	San Bernardino	92412	909-889-4424		ES,T,C,SS
House of Angels	3664 North "E" Street	San Bernardino	92405	909-841-4715	www.angelhousee.com	T,F,SS
Housing Authority of the County of San Bernardino	715 E. Brier Drive	San Bernardino	92408	909-890-0644	www.hacsb.com	P
Inland Behavioral & Health	1963 North "E" Street	San Bernardino	92405	909-881-6146	www.ibhealth.org	C,SS
Inland Empire Veterans Stand	357 W. 2nd Street, Suite 5	San Bernardino	92401	909-888-7454	www.ievsd.org	SS
Inland Counties Legal Services Inc.	715 N. Arrowhead Avenue, Suite 113	San Bernardino	92401	909-884-8615	www.inlandlegal.org	SS
Mary's Mercy Center	641 Roberds Avenue	San Bernardino	92411	909-889-2858	www.marysmercycenter.org	T,C,F,SS - Mailing address PO Box 7563, San
Miracles in Recovery, Inc.	1064 North "D" Street	San Bernardino	92410	909-384-1603		SS - contact Dr. Cecelia N. Sims-Franklin, PhD
Option House, Inc.	813 N. B St., Ste. 3	San Bernardino	92401	909-383-1602	www.optionhouse.org	address PO Box 970, San Bernardino CA 92402
Social Action Community Health System (SACHS)	1455 East 3rd Street	San Bernardino	92410	909-382-7100	www.sachealthsystem.org	C,SS
San Bernardino County Superintendent of Schools*	601 N. "E" Street	San Bernardino	92415	909-386-2634	www.sbcss.k12.ca.us	SS
Summit Payee Services, Inc.	1361 N. "E" Street	San Bernardino	92405	909-884-5299	www.summitpayeesvs.org	SS
The Salvation Army	746 W. 5th Street	San Bernardino	92410	909-888-1336	http://www1.usw.salvationarmy.org/usw/www.usw.nsf	ES,T,C,F,SS
The Rock Church and World Outreach Center	2345 S. Waterman Avenue	San Bernardino	92408	909-825-8887	www.rockchurch.com	F,SS

The Way World Outreach	375 W. 7th Street	San Bernardino	92401	909-884-1385	www.TheWayWorldOutreach.org	F,SS
The Way World Outreach	3701 N. Sierra Way	San Bernardino	92405	909-884-7117	www.TheWayWorldOutreach.org	F,SS
Time for Change Foundation	PO Box 5753	San Bernardino	92412	909-886-2994	www.timeforchange.us	T,C,SS - address
Turrill Transitional Assistance Program, Inc.	2130 N. Arrowhead Avenue, Suite 206H	San Bernardino	92405	909-475-8600	www.turrilltransitionalassistanceprogram.org	T,C,SS
Y-CHOWS	2130 N. Arrowhead Avenue, Suite 105H	San Bernardino	92405	951-263-6392	www.firstchance.webs.com	C,SS
Trona Community Senior Center Operations	13187 Market Street	Trona	93562	760-372-5889		SS
29 Palms Community Food Pantry	6450 Star Dune Avenue	Twentynine Palms	92277	760-361-3663	www.29palmsfoodpantry.org	F - Mailing address PO Box 99, Twentynine Palms,
Foothill Family Shelter, Inc.	1501 W. Ninth Street, Suite	Upland	91786	909-920-0453	www.foothillfamilyshelter.org	T,C,SS
His Hands Ministry	877 N. Campus	Upland	91786	909-981-8110		F
Pacific Lifeline	PO Box 1424	Upland	91785	909-931-2624	www.pacific-lifeline.org	T,C,SS - address
Community Health Action Network	15000 Seventh Street, Suite 208-G	Victorville	92395	760-243-4343	www.chanhd.org	SS
Divine Deployment Combat Veteran Outreach		Victorville	92395	760-868-8313	www.divinedeployment214.com	SS
Feed My Sheep of the High Desert	15260 Nisqualli Rd.	Victorville	92395	760-243-4343	www.FeedMySheepHighDesert.org	F
Family Assistance Program	15075 7th Street	Victorville	92395	760-843-0701	www.hddvp.org	ES,T,C,R,U,SS,DV - Hotline 760-949-4357
Frank's Sober Living Homes & Foot Print Ministries	16698 Village Dr.	Victorville	92394	760-981-4324		T,SS
High Desert Homeless Services	14049 Amargosa Road	Victorville	92392	760-245-2991	www.highdeserthomelessservices.com	ES,C,SS
Inland Counties Legal Services Inc.	14196 Amargosa Road, #K	Victorville	92392	760-241-7073	www.inlandlegal.org	SS
Moses House Ministries	15180 Anacapa Road	Victorville	92392	760-955-1895	www.moseshouse.org	T (limited),C,F,SS - Mailing address PO Box
Rose of Sharon Life Center	14725 Seventh Street, Suite 600	Victorville	92392	760-243-5006	www.rose4life.us	F,SS
St. John of God Health Care	13333 Palmdale Road	Victorville	92392	760-241-4917	www.stjohnofgodhcs.org	SS
San Bernardino County Department of Child Support	15400 Civic Drive	Victorville	92392	866-901-3212	www.sbcouny.gov/dcss	SS
Samaritan's Helping Hand	15527 Eighth Street	Victorville	92395	760-243-5933	www.vvo.com/community/samhh.htm	U,F,SS
The Salvation Army	14585 La Paz Drive	Victorville	92395	760-245-2545	http://www1.usw.salvationarmy.org/usw/www.usw.nsf	R,U,F,SS
Victor Community Support Services	14360 Saint Andrews Drive, Suite 7	Victorville	92395	760-780-4750	www.victor.org	SS
Victor Valley Domestic Violence, Inc.	PO Box 2825	Victorville	92393	760-955-8010	www.abetterwaydomesticviolence.org	ES,DV,T,C,SS - address confidential
Victor Valley Community Services Council	16692 Mojave Drive	Victorville	92395	760-243-9646	www.vvcsc.com	SS - Mailing address PO Box 1992, Victorville, CA
Victor Valley Rescue Mission	16611 Tracy St., Suite C	Victorville	92395	760-955-5958	www.vvrescuemission.org	T,F,SS

Yucaipa Christian Church	12954 Bryant Street	Yucaipa	92399	909-797-1108		F (Mondays 11:00am)
Pacific Clinics Yucca Valley Clubhouse	56020 Santa Fe Trail, #M	Yucca Valley	92284	760-369-4057	www.pacificclinics.org	SS
Pacific Clinics Yucca Valley Clubhouse	58945 Business Center Drive, #D	Yucca Valley	92284	760-228-9657	www.pacificclinics.org	C,SS
Training with Pay	400 E. Rincon, Ste. 300	Corona	92879	866-936-1752	www.trainingwithpayonline.org	SS - mailing address PO Box 755, Yucca Valley, CA

HOMELESS PARTNERSHIP PROVIDER NETWORK		Active Members and Attendees		
LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
AKPARANTA	KAREN	Program Specialist I TAD	909-383-9673	kakparanta@hss.sbcounty.gov
BAILEY	PAULA	Parent Partner	909-890-5930	pbailey@victor.org
BALL	STEPHEN	Captain-Salvation Army	909-888-1336	stephen.ball@usw.salvationarmy.org
BALTAZAR	ANGEL	Field Representative - Board of Supervisors - Gonzalez	909-387-4565	abaltazar@bos.sbcounty.gov
BENNETT	KEITH	Site Director -United States Veterans Initiative (US Vets)	951-212-0277	kbennett@usvetsinc.org
BLETCHER	MICHELE	Program Specialist I-OHS	909-252-4067	mbletcher@dbh.sbcounty.gov
BLUM-JOHNSTON	TERI	Community Action Partnership	(909) 723-1522	tblum-johnston@capsbc.sbcounty.gov
BONDS	DENISE	High Desert Homeless Services	760-245-5991	bonds.denise@ymail.com
BOTTS	DARYL	President - Rest For Your Souls	877-584-5621 x5002	restforyoursouls@yahoo.com
BRAZIER	ANTHONY	Housing Coordinator	909-884-2722	abrazier@fapinfo.org
BROOKS	GLYNIS	Program Coordinator - Empowerment Project	909-567-8862	glynbiz4god@yahoo.com
BUFORD	CARL	CFO-Clearwater Residential	951-443-6849	carl@clearwaterresidential.org
BURLEIGH	RICHARD	Outreach - US Vets	951-992-6041	rburleigh@usvetsinc.org
BURNETTE	JULIE	Hearts and Lives Resource Center	909-589-0723	jburnette@heartsandlives.org
BURTON	LINDA	CAP Coordinator-City of Fontana	909-463-0103	lindab@wateroflifecc.org
CARTER	KIM	Exec. Director - Time for Change Foundation		kcarter@tineforchangefoundation.org
CHAPIN	JACKIE	SSA/Management Support Specialist	909-829-0520	jackie.chapin@ssa.gov

HOMELESS PARTNERSHIP PROVIDER NETWORK — Active Members and Attendees

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
CHAVEZ	ARMANDO	Supervising Social Worker-ADS Administation	909-873-4424	achavez@dbh.sbcounty.gov
CLAYTOR	JOANNE	LCSW-Social Svcs Dept-St. Bernardine Medical Ctr	909-883-8711	jscmsw2000@yahoo.com
COLEMAN	REGINA	Principal Assistant County Counsel - SBC	909-387-3266	rcoleman@cc.sbcounty.gov
COLLINS	ALLAN	Pathways Director-Inland Empire United Way	909-980-2857	acollins@ieuw.org
COLLINS	LILIANA	Management Tech-City of Victorville		lcollins@ci.victorville.ca.us
CONCEPCION	ROWENA	Manager-Community Action Partnership	909-723-1512	rconcepcion@csd.sbcounty.gov
CONRAD	MELISSA	HCHV Coordinator - VA Loma Linda	909-825-7084	melissa.conrad@va.gov
DOWDY	BRENDA	Homeless Education Specialist - SBCSS	909-386-2634	brenda_dowdy@sbcss.k12.ca.us
DRIEBERG	LEANNE	Consultant-Inland Temporary Homes	909-796-6381	leanne@ithomes.org
EMELUE	PETER	Public Advocate-Inland Counties Legal Services	909-884-8615	pemelue@icls.org
ESCALANTE	JOSEPHINE	VA Medical Center HCHV Outreach Program	909-825-7084	josephine.escalante@va.gov
EVEY	DARRYL	Ed Family Assist	760-843-0701	darryl@familyassist.org
FAZEKAS	DOUG	Administrative Manager - DBH	909-387-7238	dfazekas@dbh.sbcounty.gov
FERNANDEZ	ADELINE	Program Manager-Para los Ninos	909-230-6400	afernandez@paralosninos.org
FORBES	RICARDO	Central City Lutheran Mission	909-381-6921	mmedina@cclm.org
FOX	DIANA	Exec. Director - Reach Out West End	909-982-8641	dianafox@reachout-westend.org
FUQUA	LLEMONTE	Homeless Community Member	909-560-4616	llemonte@yahoo.com

HOMELESS PARTNERSHIP PROVIDER NETWORK — Active Members and Attendees

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
GARCIA	ALEX	Case Manager - US Vets	951-440-0140	agarcia@usvetsinc.org
GOSSETT	SIDNEY	Director - KEYS Family Resource Center	951-544-8395	sgossett@keysfrc.org
GOULATTE	MIMIELLE	SOAR, Inc.	951-750-7627	mgoulatte@soarincorporated.org
GREEN	SHARON	Victor Valley Family Resource Center	760-887-1909	sharongreen50@verizon.net
GRESWIT	JOHN	Analyst WDD	909-383-9947	John.Greswit@wdd.sbcounty.gov
HAMBLY	ED	Program Assistant - Catholic Charities	909-388-1239	ehambly@ccsbriv.org
HEESEN	CHERYL	Exec. Director-Family Service Association	909-793-2673	rfscheryl@hotmail.com
HEIN	MIKE	V. P. - Mary's Mercy Center	909-889-2558	mikejhein@yahoo.com
HERNANDEZ	RICHARD	Director - Fresh Start Ministries	909-630-2662	richardh@freshstartmininc.org
HERNANDEZ	TOM	Homeless Services Manager - OHS	909-252-4051	thernandez@dbh.sbcounty.gov
HOUSE	MICHELLE	Advocate- Inland Counties Legal Services	951-248-4532	mhouse@icls.org
HOWARD	STEPHEN	Exec. Director - Frazee Community Center	909-889-4424	stephen@frazeecenter.org
JOHNSON	CATHY	Making a Difference Ministry, Inc.	760-868-8128	cathy@madministryphelan.org
JOHNSON	DARRYL R.	Exec. Director - Nabahood Community Development		sandlewoodrehab@aol.com
JONES	LISA	Operations Manager - Housing Authority	909-890-9533 ext3239	ljones@hacsb.com
KANAVOS	TOM	CEO-Turril Transitional	951-965-4708	tom.kanavos@t-t-ap.org
KENNEDY	MISCHA	Staff Attorney	909-884-8615x7518	mkennedy@icls.org

HOMELESS PARTNERSHIP PROVIDER NETWORK		Active Members and Attendees		
LAST NAME	**FIRST NAME**	**TITLE/DEPT**	**PHONE**	**E-MAIL**
KEYES	ROBERTA	Community Member	951-213-8432	roberta.keyes@att.net
LEAL	MARCO	Family Resource Specialist	909-748-6770	mleal1980@yahoo.com
LEE	VICKI	Homeless Liaison-SBCity SD	909-880-4057	Vicki.Lee@sbcusd.k12.ca.us
LITTLE	JEFF	Interim, CEO - Inland Temporary Homes	707-815-7424	jeff@ithomes.org
LOPEZ	C.L.	DCSS	909-553-2898	cclopez@css.sbcounty.gov
LOUFEK	KRISTY	Children's Network	909-383-9651	kloufek@hss.sbcounty.gov
LUTTRELL	DEANNA	Program Specialist I-OHS	909-421-4677	dluttrell@dbh.sbcounty.gov
MACIAS	MARIBEL	Community Action Partnership		mmacias@capsbc.sbcouty.gov
MADDEN	GARY	Director 211	909-980-2857 ext 211	gmadden@ieuw.org
MARASLO	VALARIE	Turrill Transitional	951-965-4708	ttap.admin@t-t-ap.org
MARTIN	CANDICE	Frazee Community Center	909-889-4424	frazeecandice@live.com
MARTINEZ	SOCHILT	SBPD	909-279-6205	martinez_so@sbcity.org
METU	ANNE	The Salvation Army	909-888-4880	anne.metu@usw.salvationarmy.org
MIRANDA	MIRIAM	Family Service Association - Riverside	951-365-8036	mmiranda@fsaca.org
MOORE	CHRISTOPHER	Housing and Community Development Specialist	760-240-7000 ext 7921	cmoore@applevalley.org
MORRIS	GARNER	Community Liaison- BOS 1st District	760-955-2017	gmorris@sbcounty.gov
MUNOZ-BIGELOW	NANCY	SRAA-Inland Counties Legal Services	951-268-2538	nmbigelow@icls.org

HOMELESS PARTNERSHIP PROVIDER NETWORK — Active Members and Attendees

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
MURINGANI	SANELISO	Dir. Of Operations - Time for Change Foundation	951-722-7394	smuringani@timeforchangefoundation.org
MYLES	ANGELA	Ex. Director-House of Prayer GOM/ Vision of Hope	909-543-5744	director@hopgom.com
MYLES	VICTOR	Dep. Director-House of Prayer GOM/Vision of Hope	909-543-5744	director@hopgom.com
OLIVA	JEANETTE	Homeless Coordinator - SB County Probation Dept	909-945-4047	joliva@prob.sbcounty.gov
OSTRINSKI	TELICE	Homeless Program Facilitator - SBCUSD	909-880-4057	telice.ostrinski@sbcusd.com
PASCO	ANGELA	Exec. Director-New Hope Village	760-256-3656	newhopevillageinc@yahoo.com
PEREZ	MARIO	Crosspoint Church and Outreach	909-606-9833	mperez@crosspointcrcweb.org
PERKINS	LOIS	Life Community Development	760-246-0691	jazzlewis@aim.com
PESTA	JACOB	Saint Philip the Apostle Melkite Greek Catholic Church	909-889-3579	Theognosia@aol.com
POLLARD	SHARON	Family Development Specialist - CAP	909-723-1568	spollard@capsbc.sbcounty.gov
RANDOLPH	SHERI	Desert Manna	760-256-7797	desertmannaoffice@yahoo.com
REVIS	RENA	Case Manager - Project Home Again	909-881-6146	
RHEA-SCOTT	BONNIE	Scott Housing	951-378-1606	scotthousing@hotmail.com
RIVAS	ART	Program Manager - US Vets Initiative		arivas@usvetsinc.org
ROBINSON	AMANDA	Office Assisant - Rest For Your Souls	877-584-5621 x5002	restforyoursouls@yahoo.com
ROBINSON	LUKE	Family Service Association - Riverside	951-686-1096	lrobinson@fsaca.org
ROCHELLE	MARGARET	Project Manager - Inland Behavioral and Health Svcs	909-881-6146	rochellem@ibhealth.org

HOMELESS PARTNERSHIP PROVIDER NETWORK — Active Members and Attendees

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
RODDICK	ROBERT	Attorney - Inland Counties Legal Services	951-320-7514	rroddick@icls.org
RODGERS	GWEN	Community	909-781-1003	gwendolynrodgers@emgff.org
RODGERS	VICTORIA	Angels Who Care	909-214-7699	Victoria.3312@yahoo.com
SHEETS	MARY	Executive Director - Foothill Family Shelter	909-920-0453	mary@foothillfamilyshelter.org
THOMAS	LORIE	Service Association of Redlands	909-793-2673	rfslorie@hotmail.com
THOMAS	YESENIA	Veteran's Outreach Specialist, SB Vet Center	909-801-5762	yesenia.thomas@va.gov
THORNTON	MARY JO	Morongo Basin Unity Home	760-366-8835	executive.director@unity-home.com
THORNTON	RUSSELL	Veterans Case Manager, Frazee Community Center	909-889-4424	rthornton314@msn.com
TOMPKINS	JAMES	Probation Officer	909-580-1080	jtompkins@prob.sbcounty.gov
TRISKA	LINDA	Executive Director - Feed My Sheep	760-243-4343	lindatriska@verizon.net
TURNBULL	KATHY	Associate Network Officer - Children's Network	909-383-9758	kturnbull@hss.sbcounty.gov
UMBERG	LINDA	California Department of Veterans Affairs	909-387-5986	linda.umberg@cdva.ca.gov
VALDEZ	SAM	Director - Path to Prosperity	909-884-2364	sam.valdez@usw.salvationarmy.org
VALENCIA	LUCY	Outreach Consultant	909-988-8511x2726	lucy_valencia@cjuhsd.k12.ca.us
VIJ	BHARTI	CEO - Alliance for Community Solutions, Inc.	909-636-1630	vijproperties@gmail.com
WILLIAMS	JULIE	Rolling Start, Inc.		julie@rollingstart.com
WILLIAMS	KRISTIN	Program Specialist, Children's Fund	909-387-4949	kwilliams@hss.sbcounty.gov

HOMELESS PARTNERSHIP PROVIDER NETWORK		Active Members and Attendees		
LAST NAME	**FIRST NAME**	**TITLE/DEPT**	**PHONE**	**E-MAIL**
WORK	INES	Housing Authority	909-890-9533	iwork@hacsb.com
YOUNG-LOWE	KAREN	Lighthouse Treatment Center	951-807-3449	lhtc@vzw.blackberry.net

INTERAGENCY COUNCIL ON HOMELESSNESS

Active Members and Attendees as of January 2012

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
BALTAZAR	ANGEL	Field Representative - Fifth District Supervisor's Office	909-387-4565	abaltazar@bos.sbcounty.gov
BENNER	SUSAN	Exec. Director - Housing Authority of San Bdno	909-890-0644	sbenner@hacsb.com
BJORK	JULIE	Housing Director - City of Ontario	909-395-2307	jbjork@ci.ontario.ca.us
BORING	CONNIE	Dept of Rehabilitation	909-383-4401	cboring@dor.ca.gov
BRAZIER	ANTHONY	Foothill AIDS Project	909-884-2722	abrazier@fapinfo.org
BREON	TIM	The Blessing Center	909-578-5937	timbreon@yahoo.com
CANDELARIA	JOSH	Deputy Legislative Director-Legislative Affairs	909-387-4280	jcandelaria@sbcounty.gov
COLEMAN	REGINA	Principal Assistant County Counsel	909-387-3266	rcoleman@cc.sbcounty.gov
CONRAD	MELISSA	HCHV Coordinator - VA Loma Linda	909-825-7084	melissa.conrad@va.gov
DOWDY	BRENDA	Superintendent of County Schools	909-386-2634	brenda_dowdy@sbcss.k12.ca.us
DRIEBERG	LEANNE	Consultant - Inland Temporary Homes	909-796-6381	leanne@ithomes.org
DRUMWRIGHT	TRANDA	City of Rancho Cucamonga	909-477-2700	Tranda.Drumwright@cityofrc.us
ESCALANTE	JOSEPHINE	VA Medical Center HCHV Outreach Program	909-825-7084	josephine.escalante@va.gov
FORD	RENEE	San Bernardino County Probation Department	909-387-5856	rford@prob.sbcounty.gov
FUENTES	DENA	RDA Director - Economic Development Agency	909-387-9804	dfuentes@rda.sbcounty.gov
GONZALES	JOSIE	Supervisor - Fifth District	909-387-4565	jgonzales@bos.sbcounty.gov
HARRISON	JON	Council Member - City of Redlands	909-798-7533	jharrison@cityofredlands.org
HAUGAN	LINDA	Asst. Executive Officer- Human Services Department	909-387-4717	lhaugan@hss.sbcounty.gov

INTERAGENCY COUNCIL ON HOMELESSNESS

Active Members and Attendees as of January 2012

LAST NAME	FIRST NAME	TITLE/DEPT	PHONE	E-MAIL
HEESEN	CHERYL	Exec. Director - Family Service Agency - Redlands	909-793-2673	rfscheryl@hotmail.com
HERNANDEZ	TOM	Homeless Services Manager - Office of Homeless Svcs.	909-252-4051	thernandez@dbh.sbcounty.gov
KEYES	ROBERTA	Community Member	951-213-8432	roberta.keyes@att.net
MADDEN	GARY	Director - Inland Empire United Way	909-980-2857 ext. 211	gmadden@ieuw.org
MELLO	CHARLIE			
MORRIS	GARNER	Community Service Liaison - Supervisor Mitzelfelt Office	760-955-2017	gmorris@bos.sbcounty.gov
MYLES	ANGELA	Exec. Director - House of Prayer	909-543-5744	director@hopgom.com
NICKOLS	PATRICIA	Director - Community Action Partnership	909-723-1514	plnickols@capsbc.sbcounty.gov
OLIVA	JEANETTE	Homeless Coordinator - SB County Probation Dept	909-945-4047	joliva@prob.sbcounty.gov
PASCO	ANGELA	Exec. Director - New Hope Village, Inc.	760-256-3656	newhopevillageinc@yahoo.com
PAXTON	KENT	Mayor's Office - City of San Bdno	909-384-5133	paxton_ke@sbcity.org
RAWLAND	ALLAN	Director - Dept. of Behavioral Health	909-382-3084	arawland@dbh.sbcounty.gov
RODDICK	ROBERT	Managing Attorney - Inland Counties Legal Services	951-320-7514	rroddick@icls.org
RYMER	CHRIS	HS Manager	909-370-6172	crymer@ci.colton.ca.us
SCHULTZ	BRENT	Housing and Neighborhood Revitalization Dir - Ontario	909-395-2317	bschultz@ci.ontario.ca.us
THOMAS	CASONYA	Assistant Director - DBH	909-382-3080	cthomas@dbh.sbcounty.gov

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: **28**

Date: February 1, 2012

Subject: Lenwood Road Grade Separation Project Funding Revision

Recommendation:* 1. Authorize the programing of $8,839,000 in Surface Transportation Program (STP) funds and the un-programing of $8,839,000 in Measure I 2010-2040 North Desert subarea Major Local Highway Program funds for the construction phase of the Lenwood Road Grade Separation Project.

2. Approve Amendment No. 1 to Agreement C11199 with the County of San Bernardino and the City of Barstow for the replacement of Congestion Mitigation Air Quality (CMAQ) Funds with STP funds in the amount of $3,450,000 for Right of Way (ROW) costs and for the replacement of a portion of Measure I funds 2010-2040 North Desert subarea Major Local Highway Program funds with STP funds in the amount of $8,839,000 for construction costs.

Background: **This is an Amendment to an existing Agreement.** In May 2011 the County of San Bernardino, the City of Barstow, and the San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority and as the San Bernardino County Transportation Commission entered into an Agreement to fund the Project ROW and construction costs for a grade separation over BNSF tracks at Lenwood Road. Subsequent to this Agreement, Caltrans Local Assistance determined that this project would not be eligible for CMAQ funds because the design includes a widening of Lenwood Road from 2 lanes to 4 lanes, thus increasing capacity. After this determination, SANBAG

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1202c-bf
Attachment: C11199-01

identified funding from Surface Transportation Funds (STP) to replace the CMAQ funds for all ROW costs. The SANBAG Board of Directors approved this programming change and budget amendment for Fiscal Year 2011/2012 in November 2011.

The Measure I 2010-2040 Ten Year Delivery Plan identified an additional $8.839M in STP funds that could be applied towards this project in place of the construction portion of Measure I funds 2010-2040 North Desert subarea Major Local Highway Program. Recommendation No. 1 authorizes this programming change in an effort to maximize the use of federal funds.

Because of these programming changes, the current Agreement between SANBAG, the County, and the City of Barstow must be amended to be consistent with the above programming changes. The total project programming amount remains unchanged and staff recommends approval of this amendment.

This item was scheduled to be included on the January 20, 2012 Mountain Desert Committee, but an issue arose that needed to be resolved before the item could be considered. Due to the necessity to meet the tight schedule so as not to put the Trade Corridor Improvement Funds (TCIF) at risk, the item needs to be considered by the Board of Directors without prior Committee review. At the January 20, 2012 Mountain Desert Committee meeting, the members were informed of the agenda item subject and that the staff was planning on taking the agenda item directly to the Board.

Financial Impact: This item is consistent with the amended 2011/2012 Fiscal Year Budget Task No. 88112000.

Reviewed By: This item is scheduled for review by the Board of Directors on February 1, 2012 and has not had prior Policy Committee review. SANBAG Counsel and Contracts Manager have reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202c-bf
Attachment: C11199-01

CONTRACT SUMMARY SHEET

Contract No. C 11199 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and City of Barstow

Contract Description ROW and Construction Funding for Lenwood Road Grade Separation

Board of Director's Meeting Date: 2/1/12

Overview of BOD Action: STP funds to replace CMAQ funds for ROW in the amount of $3,450,000 and STP funds to replace a portion of MLH Measure I funds for construction in the amount of $8,839,000.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,021,465.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	1,102,535.00	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	2,124,000.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$2,124,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
January 6, 2010	July 3, 2013	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 881.

☐ 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:*

$1,102,535 is a pass-through BNSF share through the City of Barstow. The remaining are direct City of Barstow funds.

☐ Payable ☒ Receivable

MM 1/23/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	1/23/12 Date	Project Manager Signature	1.20.12 Date
Chief Financial Officer Signature	1/24/12 Date	Contracts Manager Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. C11199

BY AND BETWEEN

THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE COUNTY OF SAN BERNARDINO

AND

THE CITY OF BARSTOW

LENWOOD ROAD/BNSF GRADE SEPARATION

This AMENDMENT No. 1 to Contract No. C11199 is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments acting as the San Bernardino County Transportation Authority and also acting as the San Bernardino County Transportation Commission (hereafter called AUTHORITY) and the County of San Bernardino (hereafter called COUNTY) and the City of Barstow (hereafter called CITY), individually referred to as PARTY and collectively known as PARTIES.

RECITALS:

WHEREAS, AUTHORITY, CITY, and COUNTY entered into Contract No. 11199 ("Contract") on June 1, 2011 to set forth responsibilities and obligations of each phase as they pertain to participation and funding of the Project Right-of-Way work and property acquisition and construction of a rail-highway grade separation project on Lenwood Road at Burlington Northern & Santa Fe Railway, located in the Barstow area (hereinafter referred to as "PROJECT"); and

WHEREAS, PARTIES, under Contract No. C11199, outlined the PROJECT Right-of-Way ("ROW"), property acquisition, and construction funding plan as shown on Exhibit A; and

WHEREAS, said funding plan included $3,450,000 in Congestion Mitigation Air Quality (CMAQ) funds which were to be applied to the ROW and property acquisition; and

WHEREAS, AUTHORITY subsequently determined that CMAQ funds were not eligible because the PROJECT adds two new lanes to Lenwood Road which is deemed additional capacity; and

WHEREAS, AUTHORITY determined that PROJECT is eligible for $12,289,000 in Surface Transportation Program (STP) funding; and

WHEREAS, PARTIES desire to amend the aforesaid Contract to substitute all of the CMAQ funds with $3,450,000 in STP funds for ROW AND property acquisition; and

WHEREAS, PARTIES desire to amend the aforesaid Contract to substitute a portion of the Measure I funds 2010-2040 North Desert subarea Major Local Highway Program funds with $8,839,000 in STP funds for construction.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES that Contract C11199 is amended in the following particulars only:

1. Under WITNESSETH, in Paragraph 6, replace "$3,450,000 Congestion Mitigation Air Quality (CMAQ) funds" with "$3,450,000 in Surface Transportation Program funds (STP)".

2. Under WITNESSETH, replace Paragraph 7 in its entirety with the following: "WHEREAS, the total cost of the construction phase of the PROJECT is estimated to be $22,294,000 which is partially offset by state and federal funds estimated to be $18,894,000, BNSF railroad's fair share contribution estimated at $1,102,535, and SANBAG's $2,161,000 Measure I Major Local Highway North Desert Funds, leaving a balance of $136,465, which shall be borne by CITY using CITY's Development Impact Fee funds."

3. In Section 1.0 entitled "AUTHORITY AGREES TO", replace Paragraph 1.2 in its entirety with the following: "Contribute $2,161,000 of Measure I funds 2010-2040 North Desert subarea Major Local Highway Program funds toward the estimated total construction cost of $22,294,000 for PROJECT. An estimate of costs for the PROJECT construction phase is provided in Exhibit "A-1" to this Agreement."

4. In Section 2.0 entitled "COMMISSION AGREES TO", replace Paragraph 2.1 in its entirety with the following: "Contribute $3,450,000 in Surface Transportation Program funds - local ("STP") toward the estimated $4,792,000 in PROJECT ROW and property acquisition costs for PROJECT. An estimate of costs for the PROJECT. ROW phase is provided in Exhibit "A-1" to this Agreement."

5. In Section 2.0 entitled "COMMISSION AGREES TO", replace Paragraph 2.2 in its entirety with the following: "Contribute $18,894,000 toward the estimated total construction cost of $22,294,000 for PROJECT including $6,694,000 of State Trade Corridor Improvement Funds ("TCIF"), $1,200,000 in federal earmarks, $2,161,000 in State Local Partnership Program ("SLPP") funds, and $8,839,000 in Surface Transportation Program funds - local ("STP"). An estimate of costs for the PROJECT construction phase is provided in Exhibit "A-1" to this Agreement."

6. In Section 4.0 entitled "CITY AGREES TO", replace Paragraph 4.3 in its entirety with the following: "Pay using Barstow Development Impact Fee funds, $136,465 of the estimated $22,294,000 total PROJECT construction phase costs."

7. In Section 5.0 entitled "IT IS MUTUALLY AGREED", replace Paragraph 5.3 in its entirety with the following: "The final PROJECT construction phase cost may ultimately exceed current estimates of PROJECT construction phase cost. Any additional eligible costs resulting from increased bid/contract prices or change orders arising from unforeseen conditions, including utility relocations except in the case that prior rights dictate that it is not a PROJECT cost, above the estimated total of the PROJECT construction phase cost

of $22,294,000, shall be borne by CITY up to the first $499,000, then borne equally by the COUNTY and CITY thereafter. In no event shall the COUNTY be responsible for additional costs in excess of $610,465 without an amendment to this agreement pursuant to Section 5.5 and 5.22, below."

8. Replace Exhibit "A" with Exhibit "A-1" which is attached to this Amendment No. 1 and by this reference incorporated herein.

9. The Effective Date is the date that the AUTHORITY executes this Amendment No. 1.

10. Except as amended by this Amendment No. 1, all other provisions of Contract No. C11199 shall remain in full force and effect.

11. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

12. The Recitals are incorporated into the body of this Amendment No. 1 to Contract No. C11199.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year below written, but effective as of the day and year first set forth identified herein.

COUNTY OF SAN BERNARDINO:

By:_____
Josie Gonzales, Chair, Board of Supervisors

Date:_____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By:_____
Deputy

CITY OF BARSTOW:

By:_____
(Authorized signature – sign in blue ink)

Name:_____
(Print or type name of person signing contract)

Date:_____

APPROVED AS TO FORM:

By:_____
CITY Attorney

SAN BERNARDINO ASSOCIATED GOVERNMENTS:

By: _____
Larry McCallon, President
Board of Directors

Date:_____

By: _____

APPROVED AS TO LEGAL FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:

Kathleen Murphy-Perez
Contracts Manager

EXHIBIT "A-1"

FOR COUNTY OF SAN BERNARDINO/CITY OF BARSTOW/AUTHORITY/COMMISSION

FUNDING PLAN FOR THE LENWOOD ROAD GRADE SEPARATION PROJECT

IN THE BARSTOW AREA

LENWOOD ROAD GRADE SEPARATION (BNSF) FUNDING PLAN

PHASE	FUNDING								ROW AND CONST COST	TOTAL COST
	State		Federal		SANBAG					
	TCIF	SLPP	DEMO	STP	MEASURE I	LOCAL CITY	BNSF	COUNTY		
PA/ED and PS&E					$935,108	$973,900		$2,500,000		$4,409,008
ROW				$3,450,000	$457,000	$885,000			$4,792,000	$4,792,000
CONST	$6,694,000	$2,161,000	$1,200,000	$8,839,000	$2,161,000	$136,465	$1,102,535		$22,294,000	$22,294,000
TOTAL	$6,694,000	$2,161,000	$1,200,000	$12,289,000	$3,553,108	$1,995,365	$1,102,535	$2,500,000	$27,086,000	$31,495,008

Construction contribution, State and Federal combined = $18,894,000

City receivable for this contract = $2,124,000

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: 29

Date: February 1, 2012

Subject: Award Construction Contract No. C11184 for Hunts Lane Grade Separation Project

Recommendation:* 1. Award Construction Contract No. C11184 to Skanska USA Civil West for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

2. Approve Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project in the amount of $1,833,947.00.

Background:

Recommendation 1:

This item on the agenda provides for award of a new contract based on the competitive low bid process. Bids were opened for the Hunts Lane Grade Separation Project on January 10, 2012. The engineer's construction cost estimate was $22.2 million. With supplemental items, agency furnished items, and contingency, the total project was estimated at $25.6 million.

SANBAG received seven (7) bids from prime contractors ranging from $14,213,969.00 to a high of $18,273,448.45 (Exhibit A). At the bid opening Skanska USA Civil West was identified as the lowest bidder at

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

BRD1202a-mb
Attachment: C11184

$14,213,969.00 followed by USS Cal Builders, Griffith Company, Sully Miller, Steve P. Rados, Inc., Powell Constructors, Inc, and Riverside Construction. In accordance with the bid requirements all contractor bids were verified by staff.

Skanska USA Civil West bid documents were complete and in order in accordance with the submittal requirements. Staff reviewed Skanska USA Civil West Underutilized Disadvantage Business Enterprise (UDBE) commitment and determined that the 6.0 % UDBE contract goal was met in accordance with the requirements of the Invitation for Bids. As a result, staff finds that Skanska USA Civil West is the lowest responsive, responsible bidder and recommends the construction contract C11184 for Hunts Lane Grade Separation Project be awarded to Skanska USA Civil West in the amount of $14,213,969.00.

Recommendation 2:
Staff is also recommending approval of Allowances/Contingency for Contract No. C11184 on the Hunts Lane Grade Separation Project consisting of supplemental items, agency furnished materials, and contingency for a total amount of $1,833,947.00 (See Exhibit B). With the addition of Allowances/Contingency the total contract cost is $16,047,916.00.

At the May 2011 Board meeting, approval was given to take award of Contract No. C11184 directly to the Board without prior Committee review.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 budget. Funding for the contract is provided under Task 0870 Hunts Lane Grade Separation Project.

Reviewed By: At the May 2011 Board meeting, approval was given to take the award of Contract No. C11184 directly to the Board without prior Committee review. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1202a-mb
Attachment: C11184

Exhibit A

#	Bidder		Final Bid Amount
1	Skanska USA Civil West	$	14,213,969.00
2	USS Cal Builders	$	14,374,018.30
3	Griffith Company	$	15,474,692.65
4	Sully Miller	$	15,696,750.00
5	Steve P. Rados, Inc.	$	15,717,499.80
6	Powell Constructors, Inc.	$	17,096,721.00
7	Riverside Construction	$	18,273,448.45

BRD1202a-mb
Attachment: C11184

Exhibit B

Item	Item Description	Amount
	SUPPLEMENTAL WORK	
1	TRAINEES	$ 5,000.00
2	MAINTAIN TRAFFIC PER ENGINEEERS DIRECTION	$ 20,000.00
3	ADDITIONAL WATER POLLUTION CONTROL MEASURES	$ 100,000.00
4	STORM WATER SAMPLING AND ANALYSIS	$ 25,000.00
5	COMPENSATION ADJUSTEMENT FOR ASPHALT PRICE INDEX	$ 25,000.00
6	DISPUTE REVIEW BOARD	$ 10,000.00
7	PARTNERING	$ 10,000.00
8	EXCAVATION UNSUITABLE MAT BELOW FOOTING FOR MSE WALLS	$ 40,000.00
9	DIFFERING SITE CONDITIONS/BURIED OBJECTS	$ 80,000.00
10	DEBRIS AND WEED CONTROL/REMOVAL	$ 5,000.00
11	MAINTAIN EXISTING ELECTRICAL SYSTEMS	$ 10,000.00
12	BUSSING FOR CLINIC	$ 500.00
13	TEMPORARY BUSINESS SIGNAGE	$ 5,000.00
14	REMOVAL OF HAZARDOUS MATERIALS FOR TRUCK SCALE	$ 10,000.00
15	24" TEMPORARY STORM DRAIN PIPE (ADDENDUM 4)	$ 5,000.00
16	3/4" CRUSHED GRAVEL (2" DEEP) (ADDENDUM 4)	$ 22,050.00
17	**SUBTOTAL (SUPPLEMENTAL WORK)**	**$ 372,550.00**
18	**AGENCY FURNISHED MATERIALS**	
19	CERTIFIED BIOLOGIST REVIEWS	$ 40,000.00
20	**SUBTOTAL (AGENCY FURINISHED MATERIALS)**	**$ 40,000.00**
21	**CONTINGENCIES**	
22	10% of Construction Contract $14,213,969	$ 1,421,397.00
23	**SUBTOTAL (CONTINGENCY)**	$ 1,421,397.00
24	**SUMMARY**	
25	Construction Contract C11184	$ 14,213,969.00
26	Supplemental Work Items	$ 372,550.00
27	Agency Furnished Items	$ 40,000.00
28	Contingency (10%)	$ 1,421,397.00
29	**Total**	**$ 16,047,916.00**

BRD1202a-mb
Attachment: C11184

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11184 Amendment No. _____

By and Between

San Bernardino Associated Governments and SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

Contract Description Hunts Lane Grade Separation Project

Board of Director's Meeting Date: 2/1/12

Overview of BOD Action: Award Construction Contract No. C11184 to SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC. for the Hunts Lane Grade Separation Project in the amount of $14,213,969.00.

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

CONTRACT OVERVIEW

Original Contract Amount	$	14,213,969.00	**Original Contingency Amount**	$	1,833,947.00
Revised Contract Amount *Inclusive of prior amendments*	$	NA	**Revised Contingency Amount** *Inclusive of prior amendments*	$	NA
Current Amendment Amount	$	NA	**Contingency Amendment**	$	NA
TOTAL CONTRACT VALUE	$	14,213,969.00	**TOTAL CONTINGENCY VALUE**	$	1,833,947.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	**16,047,916.00**

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/1/12	12/31/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 870
☐ 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:*
TCRP, DEMO, PNRS, CMAQ and Measure I 1990-2010

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate 5%.

☒ Disadvantaged Business Enterprise (DBE) Goal 6% ☐ Underutilized DBE (UDBE) Goal NA %

MM 1/23/12

Task Manager Signature — 1/23/12 Date

Project Manager Signature — 1/23/12 Date

Chief Financial Officer Signature — 1/24/12 Date

Contracts Manager Signature — Date

CONTRACT # C11184

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

FOR

HUNTS LANE GRADE SEPARATION PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Commission (referred to hereinafter as "COMMISSION"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Skanska USA Civil West California District, Inc. (referred to hereinafter as "CONTRACTOR") whose address is 1995 Agua Mansa Road, Riverside, CA 92509.

The COMMISSION and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, COMMISSION has determined that it requires construction of the Hunts Lane Grade Separation Project; and

WHEREAS, the work described herein cannot be performed by the employees of COMMISSION; 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) The Contract terms and conditions;
b) Invitation For Bids (IFB), first publication date October 10, 2011.
c) Bidder's Bid dated January 10, 2012.
d) The Project Plans entitled "Hunts Lane Grade Separation – Heritage Lane to Redlands Boulevard/Steel Road" dated May 5 , 2011 and Special Provisions dated October 10, 2011 for the work to be done are entitled Hunts Lane Grade Separation Project, Federal project No. PNRSCML-6053(095) & HPLUL-6053(096).

d) California Department of Transportation Standard Plans, dated 2006, the Standard Specifications dated 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
e) Addenda No's 1,2,3,4.

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 COMMISSION in the amount of **$ 14,213,969.00.**

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION. COMMISSION 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 COMMISSION 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 COMMISSION'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 DBE and non-DBE contractors.

ARTICLE 5. COMPENSATION

COMMISSION agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Fourteen Million Two Hundred Thirteen Thousand Nine Hundred Sixty Nine Dollars And Zero Cents** ($14,213,969.00), 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 five percent (95%) 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. The Project Bid Schedule is attached herein.

C11184 Hunts Lane Grade Separation Project Bid Schedule

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
1		PROJECT SCHEDULE (CRITICAL PATH METHOD)	LS	1	20,000.00	20,000.00
2		LEAD COMPLIANCE PLAN	LS	1	3,000.00	3,000.00
3		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	2,500.00	2,500.00
4		STORM WATER POLLUTION PREVENTION MITIGATION	LS	1	67,000.00	67,000.00
5		18" REINFORCED CONCRETE PIPE	LF	287	52.00	14,924.00
6		24" REINFORCED CONCRETE PIPE	LF	490	75.00	36,750.00
7		30" REINFORCED CONCRETE PIPE	LF	337	99.00	33,363.00
8		36" REINFORCED CONCRETE PIPE	LF	114	101.00	11,514.00
9		42" REINFORCED CONCRETE PIPE	LF	447	132.00	59,004.00
10		60" REINFORCED CONCRETE PIPE	LF	454	204.00	92,616.00
11		FURNISH AND JACK 60" STEEL CASING	LF	194	777.00	150,738.00
12		6" SIDEWALK DRAIN (COLTON) (ADDENDUM 4)	LF	46	150.00	6,900.00
13		DRAINAGE INLET (CATCH BASIN NO. 3)	EA	7	10,800.00	75,600.00
14		DRAINAGE INLET (CATCH BASIN NO. 4)	EA	3	9,830.00	29,490.00
15		DRAINAGE INLET (TYPE V)	EA	1	5,130.00	5,130.00
16		DRAINAGE INLET (GRATED)	EA	4	4,620.00	18,480.00
17		JUNCTION STRUCTURE NO. 2	EA	4	10,380.00	41,520.00
18		JUNCTION STRUCTURE NO. 333	EA	2	11,100.00	22,200.00
19		DRAINAGE TRANSITION STRUCTURE 342	EA	1	26,400.00	26,400.00

ITEM NO.	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
20		DRAINAGE MANHOLE (MANHOLE NO. 2)	EA	3	6,500.00	19,500.00
21		DRAINAGE MANHOLE (MANHOLE NO. 322)	EA	2	6,400.00	12,800.00
22		DRAINAGE CONNECTION TO CHANNEL	EA	1	32,900.00	32,900.00
23	F	REINFORCED CONCRETE BOX CULVERT	CY	113	830.00	93,790.00
24	F	BAR REINFORCING STEEL (BOX CULVERT)	LB	17,665	0.90	15,898.50
25		ABANDON EXISTING STORM DRAIN	LF	87	20.00	1,740.00
26		REMOVE STORM DRAIN	LF	776	66.00	51,216.00
27		EXISTING CATCH BASIN TO BE ABANDONED	EA	1	1,915.00	1,915.00
28		EXISTING CATCH BASIN TO BE REMOVED	EA	6	1,915.00	11,490.00
29		ROADWAY EXCAVATION	CY	7,545	14.00	105,630.00
30		IMPORTED TOPSOIL	CY	600	40.00	24,000.00
31		IMPORTED BORROW (ADDENDUM 4)	CY	14,175	5.00	70,875.00
32		PORTLAND CEMENT CONCRETE PAVEMENT (6")	CY	130	200.00	26,000.00
33		MINOR CONCRETE (CURB & GUTTER) (8" (COLTON))	CY	7	460.00	3,220.00
34		MINOR CONCRETE (PCC ROLLED CURB) (4" (COLTON))	CY	5	450.00	2,250.00
35		MINOR CONCRETE (CURB & GUTTER) (8" TYPE "B" (SB))	CY	86	385.00	33,110.00
36		RETAINING WALL GUTTER	CY	13	523.00	6,799.00
37		MINOR CONCRETE (CURB) (8" PCC CURB, TYPE "A" (SB)) (ADDENDUM 4)	CY	98	408.00	39,984.00
38		MINOR CONCRETE (TEXTURED PAVING)	SF	3,635	7.00	25,445.00
39		MINOR CONCRETE (SIDEWALK) (4", CASE "A" (SB))	CY	157	334.00	52,438.00
40		ASPHALT CONCRETE (TYPE A) (ADDENDUM 4)	TON	5,350	79.00	422,650.00
41		TEMPORARY ASPHALT CONCRETE (TYPE A)	TON	1,235	90.00	111,150.00
42		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQ YD	845	16.00	13,520.00
43		MISCELLANEOUS ASPHALT CONCRETE PAVEMENT	SQ YD	932	29.00	27,028.00
44		CLASS 2 AGGREGATE BASE (ADDENDUM 4)	CY	6,380	12.00	76,560.00
45		MINOR CONCRETE (GUTTER DEPRESSION) (ADDENDUM 4)	CY	45	603.00	27,135.00
46		MINOR CONCRETE (CURB RAMP)	CY	25	2,051.00	51,275.00
47		MINOR CONCRETE (DRIVEWAY) CLASS B (ADDENDUM 4)	EA	5	3,640.00	18,200.00
48		CHAIN LINK FENCE (TYPE CL-6)	LF	295	30.00	8,850.00
49		CHAIN LINK GATE	EA	6	2,300.00	13,800.00
50		WROUGHT IRON FENCE	LF	342	112.00	38,304.00
51		WROUGHT IRON FENCE GATE	EA	7	3,750.00	26,250.00

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
52		SLURRY CEMENT BACKFILL	CY	30	140.00	4,200.00
53		REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	4,000	2.00	8,000.00
54		FURNISH AND INSTALL ROADSIDE SIGNS AND POSTS	LS	1	6,600.00	6,600.00
55		INSTALL TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	22,000.00	22,000.00
56		REMOVE RETAINING WALL (PORTION)	LF	70	18.00	1,260.00
57		REMOVE MASONRY WALL	LF	750	21.00	15,750.00
58		REMOVE ROADSIDE SIGN	EA	20	100.00	2,000.00
59		CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00
60		REMOVE CONCRETE (CURB AND GUTTER) (ADDENDUM 4)	LF	5,140	5.50	28,270.00
61		REMOVE CONCRETE SIDEWALK (ADDENDUM 4)	SF	25,658	1.00	25,658.00
62		REMOVE CONCRETE DRIVEWAY	CY	9	146.00	1,314.00
63		REMOVE AND SALVAGE EXISTING SIGNAL SYSTEM AND APPURTENANCES	LS	1	2,800.00	2,800.00
64		REMOVE FENCE	LF	446	9.00	4,014.00
65		REMOVE UNDERGROUND CASING AND ABANDONED PIPE	LS	1	70,100.00	70,100.00
66		RELOCATE "FORT BENSON" HISTORICAL LANDMARK	LS	1	1,600.00	1,600.00
67		REMOVE TRUCK SCALE & SIGN	LS	1	11,300.00	11,300.00
68		REMOVE BUSINESS SIGNS & POLES	LS	1	49,900.00	49,900.00
69		8" ABS COMPOSITE SEWER MAIN	LF	167	116.00	19,372.00
70		10" ABS COMPOSITE SEWER MAIN	LF	906	108.00	97,848.00
71		12" ABS COMPOSITE SEWER MAIN	LF	927	109.00	101,043.00
72		CONCRETE ENCASEMENT FOR SANITARY SEWER	CY	158	160.00	25,280.00
73		BAR REINFORCING STEEL (DOUBLE SEWER ENCASEMENT)	LB	540	3.00	1,620.00
74		FURNISH AND JACK 24" STEEL CASING	LF	531	260.00	138,060.00
75		MANHOLE (48") PER SAN BERNARDINO STD PLAN NO. 301	EA	9	7,900.00	71,100.00
76		MANHOLE (60") PER SAN BERNARDINO STD PLAN NO. 301	EA	2	8,900.00	17,800.00
77		STANDARD DROP MANHOLE PER SAN BERNARDINO STD.PLAN NO. 302	EA	1	8,900.00	8,900.00
78		SEWER MAINLINE CLEANOUT PER COLTON STD PLAN NO. 309	EA	1	1,700.00	1,700.00
79		ABANDON EXISTING 8" PIPE (ABS or VCP)	LF	160	6.00	960.00
80		ABANDON EXISTING 10" PIPE (ABS)	LF	1,023	8.00	8,184.00
81		ABANDON EXISTING 12" PIPE (ABS)	LF	962	9.00	8,658.00
82		ABANDON EXISTING SEWER MANHOLE	EA	8	533.00	4,264.00
83		ADJUST SEWER MANHOLE	EA	4	509.00	2,036.00
84		TEMPORARY FENCE (ORIGINAL IFB)	LF	7,500	7.20	54,000.00
85		TYPE III BARRICADE	EA	82	90.00	7,380.00

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
86		TEMPORARY 4" PAVEMENT MARKING	LF	15,510	1.00	15,510.00
87		TEMPORARY 8" PAVEMENT MARKING	LF	5,755	2.00	11,510.00
88		TEMPORARY PAVEMENT MARKING	SF	4,006	3.00	12,018.00
89		CHANNELIZER (SURFACE MOUNTED)	EA	1,039	21.00	21,819.00
90		TEMPORARY RAILING (TYPE K)	LF	4,000	8.00	32,000.00
91		TEMPORARY TRAFFIC CONTROL	LS	1	61,700.00	61,700.00
92		CONSTRUCTION AREA SIGNS	LS	1	77,400.00	77,400.00
93		12" x 8" REDUCER (COLTON)	EA	2	580.00	1,160.00
94		12" x 10" REDUCER (COLTON)	EA	1	600.00	600.00
95		24" x 12" REDUCER (COLTON)	EA	3	2,100.00	6,300.00
96		8" D.I.P. SPOOL (COLTON)	EA	4	550.00	2,200.00
97		10" D.I.P. SPOOL (COLTON)	EA	5	683.00	3,415.00
98		12" D.I.P. SPOOL (COLTON)	EA	7	653.00	4,571.00
99		24" x 24" x 10" D.I.P. TEE (COLTON)	EA	2	7,700.00	15,400.00
100		24" x 24" x 12" D.I.P. TEE (COLTON)	EA	2	3,800.00	7,600.00
101		24" x 24" x 24" D.I.P. TEE (COLTON)	EA	3	5,000.00	15,000.00
102		10" D.I.P. (COLTON)	LF	159	151.00	24,009.00
103		24" D.I.P. (COLTON)	LF	1,457	222.00	323,454.00
104		24" BUTTERFLY VALVE (COLTON)	EA	2	8,000.00	16,000.00
105		8" GATE VALVE (COLTON)	EA	2	2,350.00	4,700.00
106		10" GATE VALVE (COLTON)	EA	3	2,860.00	8,580.00
107		12" GATE VALVE (COLTON)	EA	2	3,600.00	7,200.00
108		8" TRANSITION COUPLING (COLTON)	EA	2	516.00	1,032.00
109		10" TRANSITION COUPLING (COLTON)	EA	2	575.00	1,150.00
110		12" TRANSITION COUPLING (COLTON)	EA	2	628.00	1,256.00
111		AIR VACUUM ASSEMBLY (COLTON)	EA	7	4,800.00	33,600.00
112		RELOCATE AIR VACUUM ASSEMBLY (COLTON & RIVERSIDE)	EA	2	1,600.00	3,200.00
113		BLOW-OFF ASSEMBLY (COLTON)	EA	2	6,280.00	12,560.00
114		FIRE HYDRANT ASSEMBLY (COLTON)	EA	4	8,330.00	33,320.00
115		FURNISH AND JACK 36" STEEL CASING	LF	236	900.00	212,400.00
116		HORIZONTAL BEND (COLTON)	EA	9	2,600.00	23,400.00
117		VERTICAL BEND (COLTON)	EA	8	3,300.00	26,400.00
118		4" GUARD POSTS	EA	8	500.00	4,000.00
119		10" X 8" REDUCER (SBMWD)	EA	1	850.00	850.00
120		16" CML&C WATER LINE (SBMWD)	LF	997	111.00	110,667.00
121		16" CML EPOXY COATED WATER LINE (SBMWD)	LF	505	171.00	86,355.00
122		8" D.I.P. (SBMWD)	LF	34	320.00	10,880.00
123		12" D.I.P. SPOOL SECTION (SBMWD)	EA	2	1,220.00	2,440.00
124		12" DUCTILE IRON MJ SLEEVE (SBMWD)	EA	2	1,360.00	2,720.00
125		8" GATE VALVE (SBMWD)	EA	1	2,300.00	2,300.00

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
126		12" GATE VALVE WITH 8" SLEEVE PIPE (SBMWD)	EA	2	3,380.00	6,760.00
127		16" BUTTERFLY VALVE (SBMWD)	EA	3	5,040.00	15,120.00
128		8" TEE (SBMWD)	EA	1	1,700.00	1,700.00
129		16" x 16" x 12" WELDED STEEL TEE (SBMWD)	EA	2	4,160.00	8,320.00
130		ACCESS PORT (SBMWD)	EA	3	4,630.00	13,890.00
131		AIR VACUUM ASSEMBLY (SBMWD)	EA	4	3,930.00	15,720.00
132		BLOW-OFF ASSEMBLY (SBMWD)	EA	5	12,570.00	62,850.00
133		BUTTSTRAP CONNECTION (SBMWD)	EA	2	800.00	1,600.00
134		FIRE HYDRANT ASSEMBLY (SBMWD)	EA	3	7,000.00	21,000.00
135		FORCE BALANCED FLEXIBLE EXPANSION JOINT UNIT (SBMWD)	EA	4	22,000.00	88,000.00
136		FURNISH & JACK 24" STEEL CASING	LF	290	370.00	107,300.00
137		FURNISH & INSTALL 24" STEEL CASING (OPEN CUT METHOD)	LF	409	270.00	110,430.00
138		HOLD DOWN STRAP (SBMWD)	EA	6	1,300.00	7,800.00
139		HORIZONTAL BEND (SBMWD)	EA	7	2,250.00	15,750.00
140		VERTICAL BEND (SBMWD)	EA	14	3,530.00	49,420.00
141		INSULATION FLANGE ASSEMBLY (SBMWD)	EA	13	1,040.00	13,520.00
142		BAR REINFORCING STEEL (WATER LINE PIPE SUPPORT) (SBMWD)	LB	5,210	1.00	5,210.00
143		MINOR CONCRETE- (WATER LINE PIPE SUPPORT) (SBMWD)	CY	52	900.00	46,800.00
144		PIPE LEAK DETECTION WITHIN CASING ASSEMBLY (SBMWD)	EA	1	13,000.00	13,000.00
145		SBMWD INTERTIE SYSTEM	EA	1	35,400.00	35,400.00
146		SERVICE CONNECTION	EA	1	18,900.00	18,900.00
147		VALVE BOX & SLEEVE (SBMWD)	EA	1	2,820.00	2,820.00
148		ADJUST WATER VALVE	EA	14	220.00	3,080.00
149		ADJUST WATER MANHOLE	EA	1	870.00	870.00
150		RECONSTRUCT WATER MANHOLE	EA	1	3,040.00	3,040.00
151		REMOVE ASBESTOS PIPE	LS	1	9,400.00	9,400.00
152		ABANDON 12" PIPE	LF	118	12.00	1,416.00
153		ABANDON 16" PIPE	LF	1,459	8.00	11,672.00
154		DEVELOP WATER SUPPLY	LS	1	7,000.00	7,000.00
155		REMOVE FIRE HYDRANT ASSEMBLY	EA	5	911.00	4,555.00
156		WALKWAY LIGHTING	LS	1	54,000.00	54,000.00
157		TRAFFIC SIGNAL AND HIGHWAY LIGHTING FACILITIES	LS	1	280,000.55	280,000.55
158	F	STRUCTURE EXCAVATION (EMERGENCY ACCESS STRUCTURE)	CY	176	33.00	5,808.00
159	F	STRUCTURE EXCAVATION (CULVERT SLAB)	CY	38	97.00	3,686.00
160	F	STRUCTURE EXCAVATION (HUNTS LANE OVERHEAD)	CY	338	50.00	16,900.00

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
161	F	STRUCTURE EXCAVATION (MSE WALL) (ADDENDUM 4)	CY	10,395	5.00	51,975.00
162	F	STRUCTURE EXCAVATION (OVEREXCAVATION) (ADDENDUM 4)	CY	14,515	2.00	29,030.00
163	F	STRUCTURAL EXCAVATION (TYPE 5 RETAINING WALL)	CY	440	13.00	5,720.00
164	F	STRUCTURE BACKFILL (EMERGENCY ACCESS STRUCTURE)	CY	54	115.00	6,210.00
165	F	STRUCTURE BACKFILL (CULVERT SLAB)	CY	25	250.00	6,250.00
166	F	STRUCTURE BACKFILL (HUNTS LANE OVERHEAD)	CY	186	80.00	14,880.00
167	F	STRUCTURE BACKFILL (TYPE 5 RETAINING WALL)	CY	755	35.00	26,425.00
168	F	IMPORTED BORROW (MSE WALL) (ADDENDUM 4)	CY	33,505	7.00	234,535.00
169	F	STRUCTURE BACKFILL (OVEREXCAVATION) (ADDENDUM 4)	CY	14,515	6.00	87,090.00
170	F	EARTH RETAINING STRUCTURE (ADDENDUM 4)	SF	55,215	31.50	1,739,272.50
171		FURNISH STEEL PILING (HP 14 X 102)	LF	3,369	60.00	202,140.00
172		DRIVE STEEL PILE (HP 14 X 102)	EA	66	1,300.00	85,800.00
173		48" Ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	445	283.00	125,935.00
174		84" Ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	179	1,950.00	349,050.00
175		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	80,600.00	80,600.00
176	F	STRUCTURAL CONCRETE (EMERGENCY ACCESS STRUCTURE)	CY	356	448.00	159,488.00
177	F	STRUCTURAL CONCRETE (CULVERT SLAB)	CY	180	463.00	83,340.00
178	F	STRUCTURAL CONCRETE (HUNTS LANE OVERHEAD)	CY	1,402	680.00	953,360.00
179	F	STRUCTURAL CONCRETE - FLOATING SLAB (HUNTS LANE OVERHEAD)	CY	21	703.00	14,763.00
180	F	STRUCTURAL CONCRETE (TYPE 5 RETAINING WALL)	CY	258	450.00	116,100.00
181		MINOR CONCRETE (GARDEN WALL) (ADDENDUM 3)	CY	17	1,212.00	20,604.00
182	F	STRUCTURAL CONCRETE APPROACH SLAB (TYPE N)	CY	164	815.00	133,660.00
183		ARCHITECTURAL TREATMENT	SF	4,521	13.00	58,773.00
184		SOUND WALL (TYPE 5SW RETAINING WALL)	SF	792	39.00	30,888.00
185		SOUND WALL (ON CIDH PILES)	SF	2,758	7.50	20,685.00
186		GARDEN WALL (MASONRY BLOCK)	SF	2,108	39.00	82,212.00
187		JOINT SEAL (TYPE B - MR=1")	LF	148	100.00	14,800.00
188		JOINT SEAL (TYPE A)	LF	238	69.00	16,422.00
189	F	BAR REINFORCING STEEL (TYPE 5 RETAINING WALL)	LB	21,747	0.80	17,397.60
190	F	BAR REINFORCING STEEL (EMERGENCY ACCESS STRUCTURE)	LB	102,011	0.80	81,608.80

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
191	F	BAR REINFORCING STEEL (CULVERT SLAB)	LB	31,000	0.80	24,800.00
192	F	BAR REINFORCING STEEL (HUNTS LANE OVERHEAD)	LB	431,705	1.00	431,705.00
193		STAINLESS STEEL DOWELS	LB	335	6.00	2,010.00
194	F	SLOPE PAVING (CONCRETE)	CY	11	700.00	7,700.00
195		MINOR CONCRETE (BARRIER SLAB) (ADDENDUM 4)	CY	1,003	350.00	351,050.00
196	F	MISCELLANEOUS METAL (HUNTS LANE OVERHEAD)	LB	2,341	12.00	28,092.00
197		CHAIN LINK RAILING (TYPE 3)	LF	357	103.50	36,949.50
198		CHAIN LINK RAILING (TYPE 6)	LF	2,663	89.00	237,007.00
199		CHAIN LINK RAILING (TYPE 6) GATE	EA	1	5,550.00	5,550.00
200		CONCRETE BARRIER (TYPE 26)	LF	2,520	141.00	355,320.00
201		CABLE RAILING	LF	277	22.50	6,232.50
202		CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	45	161.00	7,245.00
203		CITY OF COLTON ELECTRIC UTILITY	LS	1	277,000.00	277,000.00
204		AT&T UTILITY	LS	1	206,000.00	206,000.00
205		SCE ELECTRIC UTILITY	LS	1	162,000.00	162,000.00
206		SOIL PREP / FINE GRADING	SF	43,470	0.40	17,388.00
207		TREES - 24" BOX	EA	8	242.00	1,936.00
208		SHRUBS/PERENNIALS - 5 GAL	EA	181	23.00	4,163.00
209		SHRUBS/PERENNIALS - 1 GAL	EA	1,289	11.00	14,179.00
210		VINES - 1 GAL	EA	198	12.00	2,376.00
211		GROUNDCOVER - FLATS (ADDENDUM 4)	SF	17,617	0.15	2,642.55
212		TURF	SQ YD	222	9.00	1,998.00
213		3" MULCH AT SHRUBS AND GROUND COVER	CY	580	36.00	20,880.00
214		3/4" CRUSHED GRAVEL (2" DEEP) (ADDENDUM 4)	SF	5,250	4.50	23,625.00
215		JUTE NET	SF	32,000	0.25	8,000.00
216		2" X 4" REDWOOD HEADER	LF	234	5.00	1,170.00
217		IRRIGATION SYSTEMS (ADDENDUM #3)	SF	1	155,000.00	155,000.00
218		Not Used See Addendum # 3 Irrigation Systems				
219		Not Used See Addendum # 3 Irrigation Systems				
220		Not Used See Addendum # 3 Irrigation Systems				
221		Not Used See Addendum # 3 Irrigation Systems				
222		Not Used See Addendum # 3 Irrigation Systems				
223		Not Used See Addendum # 3 Irrigation Systems				
224		Not Used See Addendum # 3 Irrigation Systems				
225		Not Used See Addendum # 3 Irrigation Systems				

ITEM NO	F	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost
226		Not Used See Addendum # 3 Irrigation Systems				
227		Not Used See Addendum # 3 Irrigation Systems				
228		Not Used See Addendum # 3 Irrigation Systems				
229		Not Used See Addendum # 3 Irrigation Systems				
230		Not Used See Addendum # 3 Irrigation Systems				
231		Not Used See Addendum # 3 Irrigation Systems				
232		Not Used See Addendum # 3 Irrigation Systems				
233		Not Used See Addendum # 3 Irrigation Systems				
234		Not Used See Addendum # 3 Irrigation Systems				
235		PLANT ESTABLISHMENT (ADDENDUM 3)	LS	1	21,400.00	21,400.00
236		Not Used See Addendum # 3 Irrigation Systems				
237		WORK TO BE DONE ON PRIVATE PROPERTY	LS	1	16,200.00	16,200.00
238		POT HOLING	EA	50	1,800.00	90,000.00
239		RECORD OF SURVEY	LS	1	20,000.00	20,000.00
240		CONTRACTOR FURNISHED FIELD OFFICE COMPLEX	LS	1	55,500.00	55,500.00
241		MAINTAIN EXISTING PLANTER AREAS AND IRRIGATION	LS	1	3,400.00	3,400.00
242		PORTABLE CHANGEABLE MESSAGE SIGNS (ADDENDUM 3)	EA	4	9,300.00	37,200.00
243		MOBILIZATION (10% OF TOTAL COST)	LS	1	1,400,000.50	1,400,000.50
				Total	**$**	**14,213,969.00**

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 COMMISSION at the end of the period for which funds are available. When COMMISSION 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 COMMISSION from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to COMMISSION in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide COMMISSION, the U.S. Department of Transportation (DOT), or other authorized representatives or agents of COMMISSION, access to CONTRACTOR' 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 COMMISSION, 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 COMMISSION or its representatives or 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 the COMMISSION 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 COMMISSION 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 COMMISSION 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 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 CONTRACTOR's association 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 COMMISSION 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 Department of Labor ("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 COMMISSION.

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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR.

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 COMMISSION, shall deliver to COMMISSION the original of all such products which shall become the property of COMMISSION.

13.2 All materials, documents, data or information obtained from COMMISSION's data files or any COMMISSION medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of COMMISSION. 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 COMMISSION.

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 COMMISSION in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by COMMISSION, 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 COMMISSION'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 COMMISSION.

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 COMMISSION unless otherwise agreed to by CONTRACTOR and COMMISSION.

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 COMMISSION, any information obtained by CONTRACTOR from or through COMMISSION in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from COMMISSION 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 COMMISSION and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – COMMISSION 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 COMMISSION's instruction, and shall turn over such Work in accordance with COMMISSION's instructions. CONTRACTOR shall deliver to COMMISSION, in accordance with COMMISSION instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by COMMISSION. Upon such delivery, CONTRACTOR may then invoice COMMISSION 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 COMMISSION 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 COMMISSION'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, COMMISSION may, without prejudice to any other rights or remedies

COMMISSION 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 COMMISSION, COMMISSION may take possession of the deliverables and finish Services by whatever method COMMISSION may deem expedient. A waiver by COMMISSION 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 COMMISSION all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by COMMISSION.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to COMMISSION, satisfactory in form and content to COMMISSION and verified by COMMISSION. 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 COMMISSION. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to COMMISSION 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.

The policy must contain the following endorsement, which must be stated on the certificate of insurance: Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Union Pacific Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

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) Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
(b) 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 Agreement.
(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 COMMISSION, the State of California, UPPR, City of Colton, City of San Bernardino and 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 Roadway 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 COMMISSION 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.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

(a) Coverage for Certain Operations in Connection with Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the designated job site.

(b) Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

15.5 Railroad Protective Liability Insurance – CONTRACTOR shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming COMMISSION, the State of California, City of San Bernardino, City of Colton, and UPRR as a Named Insured covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than $5,000,000 per occurrence and aggregate of $10,000,000. A binder stating the policy is in place must be submitted to COMMISSION and UPRR before the work may be commenced and until the original policy is forwarded to COMMISSION.

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 COMMISSION'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 COMMISSION, CONTRACTOR and its sub-contractors in the Project as insureds 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, riot 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 COMMISSION, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fore 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 the COMMISSION, 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 COMMISSION, 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 COMMISSION, including the required "additional insured" endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish COMMISSION 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 COMMISSION 30 days' written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide COMMISSION 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' name on the face of the certificate. COMMISSION may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of COMMISSION. 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 COMMISSION. Regardless of the allowance of exclusions or deductions by COMMISSION, CONTRACTOR shall be responsible for any deductible

amount and shall warrant that the coverage provided to COMMISSION is consistent with the requirements of this section. CONTRACTOR shall require provide certified copies of all insurance policies required within ten (10) days of COMMISSION's written request of said copies.

15.10 Enforcement – COMMISSION may take any steps as are necessary to assure CONTRACTOR' 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, COMMISSION 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 COMMISSION, but any acceptance of insurance certificates by COMMISSION 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 COMMISSION, 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 COMMISSION from taking other actions as is available to it under any other provision of the contract or law. Failure of COMMISSION 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 COMMISSION) and hold harmless COMMISSION 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 COMMISSION when prepared, whether delivered to COMMISSION 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. COMMISSION shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR' 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' subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of COMMISSION.

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 COMMISSION 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 COMMISSION. 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, COMMISSION 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 Notice To Proceed 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) COMMISSION's IFB provisions; c) CONTRACTOR' Bid; 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 COMMISSION contract number.

To CONTRACTOR	To COMMISSION
Skanska USA Civil West	San Bernardino Associated Governments
1995 Agua Mansa Road	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92509	San Bernardino, CA 92410
Attn: Tom Wilson, Vice President	Attn: Mr. Garry Cohoe
Phone: 951 684-5360	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 Central District of San Bernardino 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 Central District of San Bernardino County.

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. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 26. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to COMMISSION for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay COMMISSION the sum of **$8,700.00** per each calendar day of delay as identified in the weekly

statement of working days issued by the COMMISSION. COMMISSION shall not withhold liquidated damages if the delay is determined by COMMISSION to be excusable in accordance with the Force Majeure article of this Contract. COMMISSION may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 27. 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 COMMISSION.

ARTICLE 28. SUBCONTRACTS

28.1 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 COMMISSION. 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's own organization (23 CFR 635).

28.1.1 "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.

28.1.2 "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.

28.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full COMMISSION 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 COMMISSION determines is necessary to assure the performance of the Contract.

28.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of COMMISSION, 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 COMMISSION 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. COMMISSION'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. COMMISSION 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 29. COORDINATION WITH OTHER CONTRACTS

COMMISSION may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and COMMISSION's employees or agents and carefully fit its own work to such additional work as may be directed by COMMISSION. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COMMISSION.

ARTICLE 30. DAVIS BACON WAGE REQUIREMENTS

30.1 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 Secretary of Labor under the Copeland Act (29 CFR part 3)), 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 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.

30.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act 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.

30.3 COMMISSION 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. COMMISSION 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.

30.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and COMMISSION 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 COMMISSION to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the COMMISSION or will notify COMMISSION within the 30-day period that additional time is necessary.

30.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and COMMISSION do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), COMMISSION shall refer the questions, including the views of all interested parties and the recommendation of COMMISSION, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise COMMISSION or will notify the COMMISSION within the 30-day period that additional time is necessary.

30.6 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.

30.7 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.

30.8 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 Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

30.9 Withholding - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, 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, COMMISSION 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.

30.10 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 Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, 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.

30.11 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.

30.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) 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 COMMISSION. 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.

30.12.1 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.

30.12.2 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.

30.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the COMMISSION or the Department of Labor, 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.

30.13 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.

30.13.1 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.

30.14 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.

30.15 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 COMMISSION 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.

30.16 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.

30.17 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.

30.18 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 Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors)

and COMMISSION, the U.S. Department of Labor, or the employees or their representatives.

30.19 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.

30.20 Contract Work Hours and Safety Standards Act- COMMISSION 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.

30.21 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.

30.22 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.

30.22.1 Withholding for unpaid wages and liquidated damages - COMMISSION shall upon its own action or upon written request of an authorized representative of the 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.

30.23 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.

30.23.1 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, COMMISSION 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, COMMISSION 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 COMMISSION and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 31. SAFETY

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 COMMISSION 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).

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 32. UNDERUTILIZED DISADVANTAGE BUSINESS ENTERPRISES

32.1 COMMISSION, as a recipient of federal financial assistance, is required to implement a Underutilized Disadvantaged Business Program in accordance with Federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The COMMISSION has set a contract specific goal of **6.0%** for this project. CONTRACTOR shall furnish all documentation satisfactory to COMMISSION that the work committed to UDBE's was actually performed by UDBE's. Requests for progress payments shall include a summary of payments (Form 315) actually made to UDBE's during the invoice period, which includes a total of all payments made to **all** subcontractors under this Contract. UDBE participation shall be credited toward the overall UDBE goal only when payments are actually made to the UDBE firms. CONTRACTOR shall submit on the 15th of every month to COMMISSION's Contract Compliance Officer, Form 315. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form 17-F and submit with the final invoice.

32.2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as COMMISSION may deem appropriate.

ARTICLE 33. NONSEGREGATED FACILITIES

33.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

33.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

33.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or

consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

ARTICLE 34. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to COMMISSION on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR's option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 35. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR', suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any

statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

ARTICLE 36. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of COMMISSION, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 37. CONFIDENTIALITY

Any COMMISSION 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 COMMISSION. 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 COMMISSION.

ARTICLE 38. 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 39. 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 COMMISSION, 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 COMMISSION.

ARTICLE 40. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC 6962), including but not limited to the 40 CFR Part 247 and Executive Order 12873, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 41. 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 42. 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 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

The date that this Contract is executed by COMMISSION 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.

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC.

By: _____
Tim Wilson, Vice President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

_____
License Number

_____
Federal Employer Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

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: 30

Date: February 1, 2012

Subject: Award Construction Contract No. C12036 for Interstate 10 (I-10)/Citrus Avenue Project

Recommendation:* 1. Award Construction Contract No. C12036 to Brutoco Engineering and Construction, Inc. for the I-10/Citrus Avenue Interchange Project in the amount of $32,671,405.05.

2. Approve Allowances/Contingency for Contract No. C12036 on the I-10/Citrus Avenue Interchange Project in the amount of $3,267,140.51.

Background: **This item on the agenda provides for award of a new contract based on the competitive low bid process.** Bids were opened for the Interstate 10/Citrus Avenue Interchange Project on January 4, 2012. The engineer's construction cost estimate was $36.3 million. With supplemental items, agency furnished items, and contingency, the total project was estimated at $40.4 million.

SANBAG received eight (8) bids from prime contractors ranging from $32,671,405.05 to a high of $38,861,097.10 (Exhibit A). At the bid opening Brutoco Engineering and Construction, Inc. was identified as the lowest bidder at $32,671,405.05 followed by Security Paving Co., Inc. Ortiz Enterprises, Flatiron West, Griffith Company, Riverside Construction, Steve P. Rados, Inc., Skanska USA Civil West. All bids

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD0212a-cc
Attachment: C12036

were reviewed by staff for compliance with the Invitation for Bids (IFB) requirements.

Brutoco Engineering and Construction, Inc. bid documents were complete and in order in accordance with the submittal requirements. After reviewing Brutoco Engineering and Construction Inc. Underutilized Disadvantage Business Enterprise (UDBE) commitment, staff determined that it did not meet the 6.4% UDBE contract goal with their UDBE being 4.4%. Upon review of the Good Faith Efforts (GFE) documentation, SANBAG staff and on-call Disadvantaged Business Enterprise (DBE) compliance consultant found that GFE requirements were met in reaching out to UDBE firms to participate in the project. Based on this review by SANBAG staff and our DBE compliance consultant, it was concluded that Brutoco's GFE was adequate as defined by 49 CFR Part 26, Appendix A and the IFB. Staff recommends Brutoco Engineering and Construction, Inc. be deemed the lowest responsive, responsible bidder and the construction contract C12036 for the I-10 / Citrus Avenue Interchange Project be awarded to Brutoco Engineering and Construction, Inc. in the amount of $32,671,405.05.

Staff is also recommending approval of Allowances/Contingency for Contract No. C12036 on the I-10 / Citrus Avenue Interchange Project consisting of supplemental items, agency furnished materials, and contingency for a total amount of $3,267,140.51 (See Exhibit B).

With the addition of Allowances/Contingency the total construction cost is $38,397,579.61. This amount is approximately $2.3 million or 5 % under the Engineer's Estimate for the total cost of the project.

At the December 2011 Board meeting, approval was given to take award of Contract No. C12036 directly to the Board without prior Committee review.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 budget. Funding for the contract is provided under Task No. 0826 I-10 Citrus Avenue Interchange.

Reviewed By: At the December 2011 Board meeting, approval was given to take award of Contract No. C12036 directly to the Board without prior Committee review. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD0212a-cc
Attachment: C12036

Exhibit A

#	Bidder	Final Bid Amount
1	Brutoco Engineering & Construction, Inc.	$ 32,671,405.05
2	Security Paving Co, Inc.	$ 32,906,014.88
3	Ortiz Enterprises, Inc.	$ 34,342,355.95
4	Flatiron West Inc.	$ 35,864,864.00
5	Griffith Company	$ 35,991,962.49
6	Riverside Construction Company Inc.	$ 37,114,950.72
7	Steve P. Rados, Inc.	$ 37,535,047.90
8	Skanska USA Civil West	$ 38,861,097.10

Exhibit B

Item	Item Description	Amount
	SUPPLEMENTAL WORK	
1	FEDERAL TRAINEE PROGRAM	$ 8,800.00
2	RAILROAD FLAGGING	$ 160,000.00
3	COZEEP CONTRACT	$ 592,800.00
4	SPECTER RADAR UNIT	$ 60,000.00
5	TRAFFIC CONTROL	$ 135,000.00
6	DISPOSAL OF REMOVED PLANT MATERIAL	$ 4,000.00
7	REPAIR EXISTING IRRIGATION SYSTEM	$ 4,000.00
8	REPLACE EXISTING PLANT MATERIAL	$ 4,000.00
9	APPLY PESTICIDES	$ 7,500.00
10	PORTABLE CHANGEABLE MESSAGE SIGNS	$ 50,000.00
11	WATER POLLUTION CONTROL MAINTENANCE SHARING	$ 25,000.00
12	ADDITIONAL WATER POLLUTION CONTROL	$ 15,000.00
13	STORM WATER SAMPLING AND ANALYSIS	$ 20,000.00
14	PARTNERING	$ 90,000.00
15	COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALT	$ 161,000.00
16	DISPUTES REVIEW BOARD	$ 30,000.00
17	TRAFFIC MANAGEMENT PLAN PUBLIC INFORMATION	$ 120,000.00
18	MAINTAIN EXISTING ELECTRICAL SYSTEM	$ 30,000.00
19	JUST IN TIME TRAINING	$ 1,500.00
20	AGGREGATE BASE (APPROACH SLAB)	$ 5,000.00
21	REPAIR SPALLED SURFACE AREA (STRUCTURES)	$ 5,000.00
22	ADDITIONAL SURFACING REMOVAL (STRUCTURES)	$ 5,000.00
23	EXOTHERMIC REBAR BONDING	$ 10,000.00
24	CONSTRUCTION SAFETY REVIEW	$ 326,714.05
25	**SUBTOTAL (SUPPLEMENTAL WORK)**	**$ 1,870,314.05**
26	**AGENCY FURNISHED MATERIALS**	
27	TOW TRUCK SERVICE PATROL	$ 151,920.00
28	RESIDENT ENGINEERS OFFICE	$ 396,000.00
29	PADLOCKS	$ 100.00
30	MODEL 170 CONTROLLER ASSEMBLY	$ 15,000.00
31	MODEL 2070 CONTROLLER ASSEMBLY	$ 10,000.00
32	TYPE 334 CONTROLLER CABINET	$ 9,000.00
33	LOOP DETECTOR SENSOR UNITS	$ 2,700.00
34	BATTERY BACK UP SYSTEM	$ 4,000.00
35	**SUBTOTAL (AGENCY FURINISHED MATERIALS)**	**$ 588,720.00**
36	**CONTINGENCIES**	
37	10% of Construction Contract $32,671,405.05	$ 3,267,140.51
38	SUBTOTAL (3)	$ 3,267,140.51

BRD0212a-cc
Attachment: C12036

39	SUMMARY		
40	Construction Contract C12036	$	32,671,405.05
41	Supplemental Work Items	$	1,870,314.05
42	Agency Furnished Items	$	588,720.00
43	Contingency (10%)	$	3,267,140.51
44	**Total (Citrus IC Construction Costs)**	$	38,397,579.61

BRD0212a-cc
Attachment: C12036

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CONTRACT SUMMARY SHEET

Contract No. C12036 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Brutoco Engineering and Construction, Inc.

Contract Description Interstate 10 (I-10) / Citrus Avenue Interchange Construction

Board of Director's Meeting Date: Feb. 1, 2012
Overview of BOD Action: Approval of Bid award for construction contract.

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

CONTRACT OVERVIEW

Original Contract Amount	$	32,671,405.05	**Original Contingency Amount**	$	3,267,140.51
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	32,671,405.05	**TOTAL CONTINGENCY VALUE**	$	3,267,140.51
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	35,938,545.56

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/1/12	6/1/15	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0826.
☐ 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

1/23/11

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 5%.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☒ Underutilized DBE (UDBE) Goal 6.40 %

Task Manager Signature 1/23/12 Date

Project Manager Signature 1/23/12 Date

Chief Financial Officer Signature 1/24/12 Date

Contracts Manager Signature Date

CONTRACT # C12036

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

BRUTOCO ENGINEERING & CONSTRUCTION, INC.

FOR

I-10 CITRUS AVENUE INTERCHANGE PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Commission (referred to hereinafter as "COMMISSION"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Brutoco Engineering & Construction, Inc. (referred to hereinafter as "CONTRACTOR") whose address is 14801 Slover Avenue, Fontana, CA 92337.

The COMMISSION and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, COMMISSION has determined that it requires construction of the I-10 Citrus Avenue Interchange ; and

WHEREAS, the work described herein cannot be performed by the employees of COMMISSION; 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) The Contract terms and conditions;

b) Bidder's Bid dated January 4, 2012.
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 I-10 Citrus Avenue Interchange.
e) Addenda No's 1,2,3, & 4.
f) Project Plans dated June 28, 2011; and Special Provisions dated October 18, 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 COMMISSION in the amount of $32,671,405.05.

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION. COMMISSION 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 COMMISSION 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 COMMISSION' 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 DBE and non-DBE contractors.

ARTICLE 5. COMPENSATION

COMMISSION agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of Thirty Two Million Six Hundred Seventy One Thousand Four Hundred Five dollars and five cents **($32,671,405.05)**, 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 five percent (95%) 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. The Project Bid Schedule is attached herein.

ITEM NO	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
1	070012		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1.00	8200	$ 8,200.00
2	070018		TIME-RELATED OVERHEAD	WDAY	420.00	2000	$ 840,000.00
3	071301		TEMPORARY FENCE	LF	5865.00	6.8	$ 39,882.00
4	072008		TEMPORARY SHORING (LOCATION A)	LS	1.00	20000	$ 20,000.00
5	074016		CONSTRUCTION SITE MANAGEMENT	LS	1.00	150000	$ 150,000.00
6	074019		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	3000	$ 3,000.00
7	074028		TEMPORARY FIBER ROLL	LF	33893.00	2.7	$ 91,511.10
8	074029		TEMPORARY SILT FENCE	LF	29702.00	3	$ 89,106.00
9	074032		TEMPORARY CONCRETE WASHOUT FACILITY	EA	18.00	4800	$ 86,400.00
10	074033		TEMPORARY CONSTRUCTION ENTRANCE	EA	19.00	3500	$ 66,500.00
11	074035		TEMPORARY CHECK DAM	LF	4475.00	10	$ 44,750.00
12	074037		MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL)	EA	4.00	250	$ 1,000.00
13	074038		TEMPORARY DRAINAGE INLET PROTECTION	EA	135.00	400	$ 54,000.00
14	074041		STREET SWEEPING	LS	1.00	100000	$ 100,000.00
15	074051		TEMPORARY HYDRAULIC MULCH	SQFT	509652.00	0.05	$ 25,482.60
16	074056		RAIN EVENT ACTION PLAN	EA	56.00	500	$ 28,000.00
17	074057		STORM WATER ANNUAL REPORT	EA	2.00	500	$ 1,000.00
18	074058		STORM WATER SAMPLING AND ANALYSIS DAY	EA	40.00	850	$ 34,000.00
19	120090		CONSTRUCTION AREA SIGNS	LS	1.00	35000	$ 35,000.00
20	120100		TRAFFIC CONTROL SYSTEM	LS	1.00	190000	$ 190,000.00
21	120120		TYPE III BARRICADE	EA	20.00	175	$ 3,500.00
22	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	994.00	3.3	$ 3,280.20
23	120159		TEMPORARY TRAFFIC STRIPE (PAINT)	LF	111392.00	0.3	$ 33,417.60
24	120165		CHANNELIZER (SURFACE MOUNTED)	EA	351.00	27	$ 9,477.00
25	120300		TEMPORARY PAVEMENT MARKER	EA	6341.00	3.3	$ 20,925.30
26	128601		TEMPORARY SIGNAL SYSTEM (LOCATION 1)	LS	1.00	12000	$ 12,000.00
27	128601		TEMPORARY SIGNAL SYSTEM (LOCATION 2)	LS	1.00	20000	$ 20,000.00
28	128601		TEMPORARY SIGNAL SYSTEM (LOCATION 3)	LS	1.00	12000	$ 12,000.00
29	128601		TEMPORARY SIGNAL SYSTEM (LOCATION 4)	LS	1.00	15000	$ 15,000.00
30	128650		PORTABLE CHANGEABLE MESSAGE SIGN	LS	1.00	10000	$ 10,000.00
31	129000		TEMPORARY RAILING (TYPE K)	LF	27930.00	5.5	$ 153,615.00
32	129100		TEMPORARY CRASH CUSHION MODULE	EA	194.00	350	$ 67,900.00
33	141103		REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	9325.00	0.45	$ 4,196.25
34	150200A		ABANDON PIPE	LF	241.00	31	$ 7,471.00
35	150305		OBLITERATE SURFACING	SQFT	50403.00	0.25	$ 12,600.75
36	150605A		REMOVE FENCE (CHAIN AND BOLLARD)	LF	17.00	30	$ 510.00
37	150608		REMOVE CHAIN LINK FENCE	LF	10276.00	2.7	$ 27,745.20
38	150662		REMOVE METAL BEAM GUARD RAILING	LF	3669.00	5	$ 18,345.00
39	150685		REMOVE IRRIGATION FACILITY	LS	1.00	15000	$ 15,000.00
40	150710		REMOVE TRAFFIC STRIPE	LF	123350.00	0.33	$ 40,705.50
41	150713		REMOVE PAVEMENT MARKING	SQFT	1289.00	2.2	$ 2,835.80
42	150722		REMOVE PAVEMENT MARKER	EA	8870.00	0.72	$ 6,386.40

ITEM NO.	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
43	150742		REMOVE ROADSIDE SIGN	EA	27.00	80	$ 2,160.00
44	150760		REMOVE SIGN STRUCTURE	EA	2.00	4000	$ 8,000.00
45	150767		REMOVE BRIDGE MOUNTED SIGN	EA	2.00	2150	$ 4,300.00
46	150800A		REMOVE ROCK SLOPE PROTECTION	CY	1.00	1450	$ 1,450.00
47	150801A		REMOVE TRANSITION STRUCTURE	EA	1.00	1220	$ 1,220.00
48	150802A		REMOVE LOCAL DEPRESSION	EA	2.00	620	$ 1,240.00
49	150806		REMOVE PIPE	LF	1310.00	19	$ 24,890.00
50	150820		REMOVE INLET	EA	11.00	905	$ 9,955.00
51	150821		REMOVE HEADWALL	EA	5.00	1820	$ 9,100.00
52	150826		REMOVE MANHOLE	EA	4.00	806	$ 3,224.00
53	150827		REMOVE CATCH BASIN	EA	2.00	501	$ 1,002.00
54	150829		REMOVE RETAINING WALL	LF	61.00	55	$ 3,355.00
55	150841		REMOVE SEWER PIPE	LF	63.50	49.5	$ 3,143.25
56	150857		REMOVE ASPHALT CONCRETE SURFACING	SQYD	466.00	6.5	$ 3,029.00
57	151531A		RECONSTRUCT FENCE (CHAIN AND BOLLARD)	LF	369.32	21	$ 7,755.72
58	152390		RELOCATE ROADSIDE SIGN	EA	23.00	225	$ 5,175.00
59	153215		REMOVE CONCRETE (CURB AND GUTTER)	LF	1790.00	2.3	$ 4,117.00
60	153218		REMOVE CONCRETE SIDEWALK	LF	1719.00	2.6	$ 4,469.40
61	153220		REMOVE CONCRETE (CHANNEL)	LS	1.00	20000	$ 20,000.00
62	153221		REMOVE CONCRETE BARRIER	LF	2684.00	7.5	$ 20,130.00
63	153225		PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	2501.00	2.5	$ 6,252.50
64	156535		REMOVE BOX CULVERT	LS	1.00	1800	$ 1,800.00
65	157550		BRIDGE REMOVAL	LS	1.00	127000	$ 127,000.00
66	157561		BRIDGE REMOVAL (PORTION), LOCATION A	LS	1.00	85000	$ 85,000.00
67	157562		BRIDGE REMOVAL (PORTION), LOCATION B	LS	1.00	25000	$ 25,000.00
68	157563		BRIDGE REMOVAL (PORTION), LOCATION C	LS	1.00	16000	$ 16,000.00
69	160101		CLEARING AND GRUBBING	LS	1.00	30000	$ 30,000.00
70	160120		REMOVE TREE	LS	1.00	30000	$ 30,000.00
71	170101		DEVELOP WATER SUPPLY	LS	1.00	100000	$ 100,000.00
72	190101	F	ROADWAY EXCAVATION	CY	90927.00	7	$ 636,489.00
73	190107	F	ROADWAY EXCAVATION (TYPE Y-1) (AERIALLY DEPOSITED LEAD)	CY	5001.00	8	$ 40,008.00
74	190110		LEAD COMPLIANCE PLAN	LS	1.00	500	$ 500.00
75	190111		ADL BURIAL LOCATION REPORT	LS	1.00	1000	$ 1,000.00
76	192000A	F	STRUCTURAL EXCAVATION (CHANNEL)	CY	26742.00	10	$ 267,420.00
77	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	6919.00	40	$ 276,760.00
78	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	13460.00	5.5	$ 74,030.00
79	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	4887.00	19	$ 92,853.00
80	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	12029.00	18	$ 216,522.00
81	193017	F	STRUCTURE BACKFILL (CHANNEL)	CY	6355.00	11	$ 69,905.00
82	193031	F	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	1018.60	116	$ 118,157.60
83	194001		DITCH EXCAVATION	CY	176.20	20	$ 3,524.00
84	197021	F	EARTH RETAINING STRUCTURE, LOCATION A	SQFT	12300.00	60	$ 738,000.00
85	197022	F	EARTH RETAINING STRUCTURE, LOCATION B	SQFT	10727.00	46	$ 493,442.00

ITEM NO.	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
86	198001	F	IMPORTED BORROW	CY	36878.00	8	$ 295,024.00
87	200001		HIGHWAY PLANTING	LS	1.00	120000	$ 120,000.00
88	200105A		GRAVEL (MISCELLANEOUS AREAS) (3/4" BURGUNDY)	SQYD	2581.00	14	$ 36,134.00
89	200106A		GRAVEL (MISCELLANEOUS AREAS) (2 1/2" BURGUNDY)	SQYD	2240.00	22	$ 49,280.00
90	200107A		GRAVEL (MISCELLANEOUS AREAS) (2 1/2" GREY/GREEN)	SQYD	1405.00	15	$ 21,075.00
91	200114	F	ROCK BLANKET	SQYD	20403.00	53	$ 1,081,359.00
92	203031		EROSION CONTROL (HYDROSEED)	SQFT	12320.00	0.17	$ 2,094.40
93	203033A		ROLLED EROSION CONTROL PRODUCT (BLANKET) (TYPE A)	ACRE	0.02	75000	$ 1,500.00
94	204096		MAINTAIN EXISTING PLANTED AREAS	LS	1.00	20000	$ 20,000.00
95	204099		PLANT ESTABLISHMENT WORK	LS	1.00	61000	$ 61,000.00
96	206401		MAINTAIN EXISTING IRRIGATION FACILITIES	LS	1.00	20000	$ 20,000.00
97	208000		IRRIGATION SYSTEM	LS	1.00	115000	$ 115,000.00
98	208038		NPS 3 SUPPLY LINE (BRIDGE)	LF	783.00	105	$ 82,215.00
99	208304		WATER METER	EA	3.00	20000	$ 60,000.00
100	208765		8" BITUMINOUS COATED CORRUGATED STEEL PIPE CONDUIT (.064" THICK)	LF	536.00	75	$ 40,200.00
101	208808		8" WELDED STEEL PIPE CONDUIT (.250" THICK)	LF	522.00	75	$ 39,150.00
102	209502		BOOSTER PUMP	EA	1.00	30000	$ 30,000.00
103	260201		CLASS 2 AGGREGATE BASE	CY	12326.00	10.5	$ 129,423.00
104	268210		AGGREGATE BASE (APPROACH SLAB)	CY	23.00	136	$ 3,128.00
105	280000		LEAN CONCRETE BASE	CY	4332.00	115	$ 498,180.00
106	280000A		LEAN CONCRETE BASE RAPID SETTING	CY	1333.00	303	$ 403,899.00
107	390000A		HOT MIX ASPHALT (TYPE A) BOND BREAKER	TON	1767.00	130	$ 229,710.00
108	390152		HOT MIX ASPHALT (TYPE C)	TON	25111.00	79	$ 1,983,769.00
109	390132		HOT MIX ASPHALT (TYPE A)	TON	42.10	73	$ 3,073.30
110	390132A		MISCELLANEOUS HOT MIX ASPHALT (TYPE A)	TON	1.00	4100	$ 4,100.00
111	390137		RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3135.00	95	$ 297,825.00
112	394060		DATA CORE	LS	1.00	23500	$ 23,500.00
113	394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	45.00	1.65	$ 74.25
114	394076		PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	1580.00	1.65	$ 2,607.00
115	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	37.00	1.65	$ 61.05
116	395000A		PRIME COAT	TON	69.48	400	$ 27,792.00
117	397005		TACK COAT	TON	56.51	910	$ 51,424.10
118	401000		CONCRETE PAVEMENT	CY	80.00	170	$ 13,600.00
119	401050		JOINTED PLAIN CONCRETE PAVEMENT	CY	10340.00	166	$ 1,716,440.00
120	401050A		JOINTED PLAIN CONCRETE PAVEMENT (RAPID STRENGTH CONCRETE)	CY	3182.00	356	$ 1,132,792.00
121	401100A		RECONSTRUCT DECORATIVE PAVEMENT	SQYD	28.00	95	$ 2,660.00
122	404092		SEAL PAVEMENT JOINT	LF	34023.00	3.3	$ 112,275.90
123	404093		SEAL ISOLATION JOINT	LF	13996.00	6.5	$ 90,974.00
124	413111		REPAIR SPALLED JOINTS	SQYD	870.00	444	$ 386,280.00
125	420201		GRIND EXISTING CONCRETE PAVEMENT	SQYD	17413.00	4.5	$ 78,358.50
126	500001		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1.00	220000	$ 220,000.00

ITEM NO.	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
127	510000A	F	STRUCTURAL CONCRETE (CHANNEL)	CY	5714.00	360	$ 2,057,040.00
128	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	1041.00	320	$ 333,120.00
129	510052	F	STRUCTURAL CONCRETE, DECK OVERLAY	CY	70.00	190	$ 13,300.00
130	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	3861.00	290	$ 1,119,690.00
131	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	4541.00	280	$ 1,271,480.00
132	510072	F	STRUCTURAL CONCRETE, BARRIER SLAB	CY	434.00	300	$ 130,200.00
133	510087		STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R MODIFIED)	CY	158.00	420	$ 66,360.00
134	510088	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N MODIFIED)	CY	421.00	450	$ 189,450.00
135	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	309.40	1100	$ 340,340.00
136	510800		PAVING NOTCH EXTENSION	CF	36.00	209	$ 7,524.00
137	511000A	F	ARCHITECTURAL TREATMENT (TYPE A)	SQFT	10461.00	27	$ 282,447.00
138	511001A	F	ARCHITECTURAL TREATMENT (TYPE B)	LF	278.00	80	$ 22,240.00
139	511002A	F	ARCHITECTURAL TREATMENT (TYPE C)	SQFT	13640.00	18	$ 245,520.00
140	511003A	F	ARCHITECTURAL TREATMENT (LOCATION 1)	LS	1.00	7800	$ 7,800.00
141	511004A	F	ARCHITECTURAL TREATMENT (LOCATION 2)	LS	1.00	5600	$ 5,600.00
142	511047		ANTI-GRAFFITI COATING	SQFT	17263.00	0.56	$ 9,667.28
143	511064		FRACTURED RIB TEXTURE	SQFT	17930.00	0.48	$ 8,606.40
144	511106		DRILL AND BOND DOWEL	LF	531.00	17	$ 9,027.00
145	512207		FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (80'-90')	EA	10.00	12600	$ 126,000.00
146	512500		ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	10.00	2400	$ 24,000.00
147	515041		FURNISH POLYESTER CONCRETE OVERLAY	CF	321.00	85	$ 27,285.00
148	515042	F	PLACE POLYESTER CONCRETE OVERLAY	SQFT	2501.00	8	$ 20,008.00
149	519081		JOINT SEAL (MR 1/2")	LF	122.00	40	$ 4,880.00
150	519091		JOINT SEAL (MR 1 1/2")	LF	135.00	61	$ 8,235.00
151	519100		JOINT SEAL (MR 2")	LF	123.00	78	$ 9,594.00
152	520100A		BAR REINFORCING STEEL (CHANNEL)	LB	1247996.00	0.84	$ 1,048,316.64
153	520102	F	BAR REINFORCING STEEL (BRIDGE)	LB	1368505.00	0.8	$ 1,094,804.00
154	520103	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	467391.00	0.85	$ 397,282.35
155	560208	F	FURNISH SIGN STRUCTURE (TUBULAR)	LB	32121.00	5	$ 160,605.00
156	560209	F	INSTALL SIGN STRUCTURE (TUBULAR)	LB	32121.00	0.85	$ 27,302.85
157	560218	F	FURNISH SIGN STRUCTURE (TRUSS)	LB	14460.00	4.5	$ 65,070.00
158	560219	F	INSTALL SIGN STRUCTURE (TRUSS)	LB	14460.00	0.68	$ 9,832.80
159	560244		FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT	485.90	20	$ 9,718.00
160	560248		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	375.00	14	$ 5,250.00
161	560249		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	236.00	16	$ 3,776.00
162	561016		60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	98.00	350	$ 34,300.00
163	566011		ROADSIDE SIGN - ONE POST	EA	24.00	240	$ 5,760.00
164	566011A		ROADSIDE SIGN - ONE POST (METAL)	EA	20.00	355	$ 7,100.00
165	566012A		ROADSIDE SIGN - TWO POST (METAL)	EA	4.00	505	$ 2,020.00
166	597601	F	PREPARE AND STAIN CONCRETE	SQFT	126152.00	1.1	$ 138,767.20
167	620020		8" ALTERNATIVE PIPE CULVERT	LF	42.40	70	$ 2,968.00
168	620100		18" ALTERNATIVE PIPE CULVERT	LF	6882.00	45	$ 309,690.00

ITEM NO	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
169	620140		24" ALTERNATIVE PIPE CULVERT	LF	1956.00	60	$ 117,360.00
170	620180		30" ALTERNATIVE PIPE CULVERT	LF	1115.00	52	$ 57,980.00
171	650440		60" REINFORCED CONCRETE PIPE (CLASS IV)	LF	529.00	215	$ 113,735.00
172	703233		GRATED LINE DRAIN	LF	97.00	300	$ 29,100.00
173	703237		36" CORRUGATED STEEL PIPE RISER (.064" THICK)	LF	17.30	750	$ 12,975.00
174	703460		24" WELDED STEEL PIPE CASING (BRIDGE)	LF	515.00	160	$ 82,400.00
175	705311		18" ALTERNATIVE FLARED END SECTION	EA	2.00	1100	$ 2,200.00
176	705925		8" GATE VALVE	EA	1.00	3400	$ 3,400.00
177	707217		36" PRECAST CONCRETE PIPE MANHOLE	EA	4.00	7400	$ 29,600.00
178	708000A		8" PVC RISER (SCHEDULE 40)	LF	5.50	31	$ 170.50
179	714036A		12" SEWER PIPE (VITRIFIED CLAY PIPE)	LF	573.40	159.5	$ 91,457.30
180	718000A		4" SEWER PIPE (DUCTILE IRON PIPE)	LF	25.00	82.5	$ 2,062.50
181	718001A		6" SEWER PIPE (DUCTILE IRON PIPE)	LF	299.60	137.5	$ 41,195.00
182	719110		SEWER TERMINAL CLEANOUT	EA	4.00	945.5	$ 3,782.00
183	719190		SEWER MANHOLE FRAME AND COVER	EA	4.00	605	$ 2,420.00
184	719200		SEWER MANHOLE	EA	4.00	3337	$ 13,348.00
185	721004		ROCK SLOPE PROTECTION (1 TON, METHOD B)	CY	5.00	255	$ 1,275.00
186	729010		ROCK SLOPE PROTECTION FABRIC	SQFT	400.00	6.75	$ 2,700.00
187	731502	F	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	1074.40	430	$ 461,992.00
188	750001	F	MISCELLANEOUS IRON AND STEEL	LB	54668.00	1	$ 54,668.00
189	750501	F	MISCELLANEOUS METAL (BRIDGE)	LB	2081.00	16	$ 33,296.00
190	800300		CHAIN LINK FENCE	LF	3933.69	14	$ 55,071.66
191	801900		CHAIN LINK GATE	EA	6.00	2800	$ 16,800.00
192	820107		DELINEATOR (CLASS 1)	EA	102.00	30	$ 3,060.00
193	820141		OBJECT MARKER (TYPE K-1)	EA	3.00	60	$ 180.00
194	820143		OBJECT MARKER (TYPE K-2)	EA	4.00	60	$ 240.00
195	832003		METAL BEAM GUARD RAILING (WOOD POST)	LF	1131.25	24	$ 27,150.00
196	833000A	F	CHAIN LINK RAILING (TYPE 7 MOD1)	LF	285.00	80	$ 22,800.00
197	833001A	F	CONCRETE BARRIER (TYPE 26 MOD1)	LF	246.00	65	$ 15,990.00
198	833033	F	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	435.00	94	$ 40,890.00
199	833077		PEDESTRIAN BARRICADE	EA	2.00	1360	$ 2,720.00
200	833088	F	TUBULAR HANDRAILING	LF	1831.00	39	$ 71,409.00
201	833141	F	CONCRETE BARRIER (TYPE 26A)	LF	70.00	148	$ 10,360.00
202	833142	F	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	679.00	160	$ 108,640.00
203	833143	F	CONCRETE BARRIER (TYPE 26A MODIFIED)	LF	1761.00	142	$ 250,062.00
204	839521	F	CABLE RAILING	LF	2189.00	10	$ 21,890.00
205	839541		TRANSITION RAILING (TYPE WB)	EA	5.00	3350	$ 16,750.00
206	839568		TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	3.00	625	$ 1,875.00
207	839576		END CAP (TYPE A)	EA	1.00	290	$ 290.00
208	839578		END CAP (TYPE TC)	EA	4.00	215	$ 860.00
209	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2.00	2800	$ 5,600.00
210	839585		ALTERNATIVE FLARED TERMINAL SYSTEM	EA	5.00	2300	$ 11,500.00
211	839701		CONCRETE BARRIER (TYPE 60)	LF	1659.00	59	$ 97,881.00

ITEM NO.	ITEM CODE		CONTRACT ITEMS	UNIT	QUANTITY	Price	Amount
212	839701A		CONCRETE BARRIER (TYPE 60 MOD)	LF	434.00	121	$ 52,514.00
213	839703		CONCRETE BARRIER (TYPE 60C)	LF	3867.00	75	$ 290,025.00
214	839703A		CONCRETE BARRIER (TYPE 60C-A MODIFIED)	LF	89.00	180	$ 16,020.00
215	839704		CONCRETE BARRIER (TYPE 60D)	LF	1478.00	60	$ 88,680.00
216	839705		CONCRETE BARRIER (TYPE 60E)	LF	250.00	220	$ 55,000.00
217	839709		CONCRETE BARRIER (TYPE 60GE)	LF	250.00	250	$ 62,500.00
218	839726	F	CONCRETE BARRIER (TYPE 736A)	LF	1704.00	55	$ 93,720.00
219	839727	F	CONCRETE BARRIER (TYPE 736A MODIFIED)	LF	879.00	75	$ 65,925.00
220	839731		CONCRETE BARRIER (TYPE 736B)	LF	1108.00	80	$ 88,640.00
221	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	4779.00	1	$ 4,779.00
222	840560		THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	53299.00	0.45	$ 23,984.55
223	850101		PAVEMENT MARKER (NON-REFLECTIVE)	EA	2595.00	1.25	$ 3,243.75
224	850111		PAVEMENT MARKER (RETROREFLECTIVE)	EA	3762.00	2.8	$ 10,533.60
225	860000A		MODIFY COMMUNICATION SYSTEM	LS	1.00	116000	$ 116,000.00
226	860090		MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1.00	2200	$ 2,200.00
227	860251		SIGNAL AND LIGHTING (LOCATION 1)	LS	1.00	74000	$ 74,000.00
228	860252		SIGNAL AND LIGHTING (LOCATION 2)	LS	1.00	158000	$ 158,000.00
229	860253		SIGNAL AND LIGHTING (LOCATION 3)	LS	1.00	120000	$ 120,000.00
230	860254		SIGNAL AND LIGHTING (LOCATION 4)	LS	1.00	72000	$ 72,000.00
231	860400		LIGHTING (TEMPORARY)	LS	1.00	24000	$ 24,000.00
232	860402		LIGHTING (CITY STREET)	LS	1.00	39000	$ 39,000.00
233	860796		SPRINKLER CONTROL CONDUIT (BRIDGE)	LF	783.00	7	$ 5,481.00
234	860797		ELECTRIC SERVICE (IRRIGATION)	LS	1.00	1700	$ 1,700.00
235	860798		BOOSTER PUMP ELECTRICAL SYSTEM	LS	1.00	5000	$ 5,000.00
236	861101		RAMP METERING SYSTEM (LOCATION 1)	LS	1.00	93000	$ 93,000.00
237	861102		RAMP METERING SYSTEM (LOCATION 2)	LS	1.00	113000	$ 113,000.00
238	861103		RAMP METERING SYSTEM (LOCATION 3)	LS	1.00	82000	$ 82,000.00
239	861504		MODIFY LIGHTING AND SIGN ILLUMINATION	LS	1.00	303000	$ 303,000.00
240	861000A		MODIFY CLOSED CIRCUIT TELEVISION SYSTEM	LS	1.00	32000	$ 32,000.00
241	300001A		POLYETHYLENE FILM	SQYD	8609.00	2	$ 17,218.00
242	300002A		PIPE JACKING (42-INCH JACKED STEEL CASING WITH RCP CARRIER PIPE)	LF	177.00	1200	$ 212,400.00
243	300003A		TEMPORARY CLEAR WATER DIVERSION	LS	1.00	100000	$ 100,000.00
244	300004A		PIPE CONNECTION TO CHANNEL	EA	9.00	900	$ 8,100.00
245	300005A		REMOVE SEPTIC TANK SYSTEM	EA	1.00	2200	$ 2,200.00
246	300006A		PRIVATE SEWER LATERAL	EA	2.00	1669	$ 3,338.00
247	300007A		MAINTENANCE DRAIN VALVE	EA	1.00	2993	$ 2,993.00
	999990		MOBILIZATION	LS	1.00	3150000	$ 3,150,000.00
			Total:				$ 32,671,405.05

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 COMMISSION at the end of the period for which funds are available. When COMMISSION 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 COMMISSION from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to COMMISSION in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide COMMISSION, the U.S. Department of Transportation (DOT), or other authorized representatives or agents of COMMISSION, access to CONTRACTOR' 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 COMMISSION, 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 COMMISSION 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 the COMMISSION has issued a written Notice To Proceed (NTP).

RTICLE 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 COMMISSION 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 COMMISSION 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 COMMISSION and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR' 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' 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' 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' 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' procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR' EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR' 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' 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 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 CONTRACTOR' association 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 COMMISSION 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 COMMISSION.

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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR.

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 COMMISSION, shall deliver to COMMISSION the original of all such products which shall become the property of COMMISSION.

13.2 All materials, documents, data or information obtained from COMMISSION' data files or any COMMISSION medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of COMMISSION. 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 COMMISSION.

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 COMMISSION in the performance and completion of CONTRACTOR'S Services under this Contract, until released in writing by COMMISSION, 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 COMMISSION'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 COMMISSION.

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 COMMISSION unless otherwise agreed to by CONTRACTOR and COMMISSION.

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 COMMISSION, any information obtained by CONTRACTOR from or through COMMISSION in connection with CONTRACTOR' performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from COMMISSION 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 COMMISSION and who had, to CONTRACTOR' knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – COMMISSION 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 COMMISSION's instruction, and shall turn over such Work in accordance with COMMISSION's instructions. CONTRACTOR shall deliver to COMMISSION, in accordance with COMMISSION instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by COMMISSION. Upon such delivery, CONTRACTOR may then invoice COMMISSION 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 COMMISSION 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' field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with COMMISSION'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, COMMISSION may, without prejudice to any other rights or remedies COMMISSION 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 COMMISSION, COMMISSION may take possession of the deliverables and finish Services by whatever method COMMISSION may deem expedient. A waiver by COMMISSION 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 COMMISSION all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by COMMISSION.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to COMMISSION, satisfactory in form and content to COMMISSION and verified by COMMISSION. 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 COMMISSION. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to COMMISSION 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:

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, COMMISSION may, without prejudice to any other rights or remedies COMMISSION 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 COMMISSION, COMMISSION may take possession of the deliverables and finish Services by whatever method COMMISSION may deem expedient. A waiver by COMMISSION 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.

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ARTICLE 15. INSURANCE

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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.

The policy must contain the following endorsement, which must be stated on the certificate of insurance: Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Union Pacific Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

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) Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
(b) 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 Agreement.
(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 COMMISSION, 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 Roadway facilities and the claim arises from the CONTRACTOR' 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 COMMISSION 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.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

(a) Coverage for Certain Operations in Connection with Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the designated job site.

(b) Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

15.5 Railroad Protective Liability Insurance – CONTRACTOR shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming COMMISSION, the State of California, City of Fontana, and UPRR as a Named Insured covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than $5,000,000 per occurrence and aggregate of $10,000,000. A binder stating the policy is in place must be submitted to COMMISSION and UPRR before the work may be commenced and until the original

policy is forwarded to COMMISSION.

15.6 Builder's Risk Insurance – CONTRACTOR shall purchase and maintain, in a companies 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 COMMISSION'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 COMMISSION, CONTRACTOR and its sub-contractors in the Project as insureds 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, riot 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' services and expenses required as a result of such loss. During the Project construction period, the COMMISSION, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fore 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 the COMMISSION, 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 COMMISSION, 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' 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 COMMISSION, including the required "additional insured" endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish COMMISSION 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 COMMISSION 30 days' written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide COMMISSION 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' name on the face of the certificate. COMMISSION may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of COMMISSION. 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 COMMISSION. Regardless of the allowance of exclusions or deductions by COMMISSION, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to COMMISSION is consistent with the requirements of this section. CONTRACTOR shall require provide certified copies of all insurance policies required within ten (10) days of COMMISSION' written request of said copies.

15.10 Enforcement – COMMISSION may take any steps as are necessary to assure CONTRACTOR' 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, COMMISSION 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 COMMISSION, but any acceptance of insurance certificates by COMMISSION shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR' duties and responsibilities under the Contract to indemnify, defend and hold harmless COMMISSION, 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 COMMISSION from taking other actions as is available to it under any other provision of the contract or law. Failure of COMMISSION 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

COMMISSION) and hold harmless COMMISSION 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' indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR' 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 COMMISSION when prepared, whether delivered to COMMISSION 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. COMMISSION shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR' 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' subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of COMMISSION.

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 COMMISSION 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 COMMISSION. 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, COMMISSION 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 Notice To Proceed 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) COMMISSION' IFB provisions; c) CONTRACTOR' Bid; 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 COMMISSION contract number.

To CONTRACTOR	**To COMMISSION**
Brutoco Engineering & Construction, Inc.	San Bernardino Associated Governments
14801 Slover Avenue	1170 W. 3rd Street, 2nd Floor
Fontana, CA 92337	San Bernardino, CA 92410
Attn: Michael Murphy, President	Attn: Mr. Garry Cohoe
Phone: 909 350-3535	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 Central District of San Bernardino 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 Central District of San Bernardino County.

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. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR' failure to comply shall constitute a material breach of Contract.

ARTICLE 26. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to COMMISSION for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay COMMISSION the sum of $8,300 per each calendar day of delay as identified in the weekly statement of working days issued by the COMMISSION. COMMISSION shall not withhold liquidated damages if the delay is determined by COMMISSION to be excusable in accordance with the Force Majeure article of this Contract. COMMISSION may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 27. 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 COMMISSION.

ARTICLE 28. SUBCONTRACTS

28.1 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 COMMISSION. 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' own organization (23 CFR 635).

28.1.1 "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.

28.1.2 "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.

28.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full COMMISSION 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 COMMISSION determines is necessary to assure the performance of the Contract.

28.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of COMMISSION, 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 COMMISSION 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. COMMISSION' 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. COMMISSION 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 29. COORDINATION WITH OTHER CONTRACTS

COMMISSION may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR' and COMMISSION' employees or agents and carefully fit its own work to such additional work as may be directed by COMMISSION. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COMMISSION.

ARTICLE 30. DAVIS BACON WAGE REQUIREMENTS

30.1 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 Secretary of Labor under the Copeland Act (29 CFR part 3)), 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 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.

30.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act 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.

30.3 COMMISSION 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. COMMISSION 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.

30.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and COMMISSION 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 COMMISSION to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the COMMISSION or will notify COMMISSION within the 30-day period that additional time is necessary.

30.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and COMMISSION do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), COMMISSION shall refer the questions, including the views of all interested parties and the recommendation of COMMISSION, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise COMMISSION or will notify the COMMISSION within the 30-day period that additional time is necessary.

30.6 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.

30.7 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.

30.8 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 Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

30.9 Withholding - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, 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, COMMISSION 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.

30.10 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 Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, 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.

30.11 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.

30.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) 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 COMMISSION. 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.

30.12.1 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.

30.12.2 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.

30.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the COMMISSION or the Department of Labor, 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.

30.13 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.

30.13.1 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.

30.14 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.

30.15 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 COMMISSION 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.

30.16 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.

30.17 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.

30.18 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 Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and COMMISSION, the U.S. Department of Labor, or the employees or their representatives.

30.19 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' 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.

30.20 Contract Work Hours and Safety Standards Act- COMMISSION 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.

30.21 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.

30.22 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.

30.22.1 Withholding for unpaid wages and liquidated damages - COMMISSION shall upon its own action or upon written request of an authorized representative of the 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.

30.23 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.

30.23.1 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, COMMISSION 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, COMMISSION 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 COMMISSION and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 31. SAFETY

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 COMMISSION 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).

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 32. UNDERUTILIZED DISADVANTAGE BUSINESS ENTERPRISES

32.1 COMMISSION, as a recipient of federal financial assistance, is required to implement a Underutilized Disadvantaged Business Program in accordance with Federal regulation 49

CFR Part 26 issued by the U.S. Department of Transportation (DOT). The COMMISSION has set a contract specific goal of 6.4 % for this project. CONTRACTOR shall furnish all documentation satisfactory to COMMISSION that the work committed to UDBE's was actually performed by UDBE's. Requests for progress payments shall include a summary of payments (Form 315) actually made to UDBE's during the invoice period, which includes a total of all payments made to **all** subcontractors under this Contract. UDBE participation shall be credited toward the overall UDBE goal only when payments are actually made to the UDBE firms. CONTRACTOR shall submit on the 15th of every month to COMMISSION' Contract Compliance Officer, Form 315. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form 17-F and submit with the final invoice.

32.2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as COMMISSION may deem appropriate.

ARTICLE 33. NONSEGREGATED FACILITIES

33.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

33.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

33.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

ARTICLE 34. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to COMMISSION on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR' option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 35. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR', suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved

July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

ARTICLE 36. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of COMMISSION, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 37. CONFIDENTIALITY

Any COMMISSION 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 COMMISSION. 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 COMMISSION.

ARTICLE 38. 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 39. 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 COMMISSION, 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 COMMISSION.

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.

BRUTOCO ENGINEERING & CONSTRUCTION, INC.

By: _____
Michael J. Murphy
President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

_____
License Number

_____
Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

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: 31

Date: February 1, 2012

Subject: High Speed Rail (HSR) Memorandum of Understanding (MOU)

Recommendation:* 1) Authorize the President to execute MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies at such time as the attachments are finalized.

2) Direct staff to report on the status of the MOU if substantive changes occur.

Background: This action is required to occur in February to partially fulfill a condition imposed by SCAG as described below for inclusion of HSR in the constrained element of the 2012 Regional Transportation Plan.

The California High Speed Rail Draft Business Plan released on November 1, 2011 was presented and discussed at the Plans and Programs Policy Committee on December 21, 2011. The Draft Business Plan recognizes that the success of the HSR project will depend on improvements to feeder rail systems such as Metrolink and LOSSAN, and funding for such improvements may be provided pursuant to a Memorandum of Understanding between the HSRA and Southern California transportation agencies, including SANBAG.

Also in December, 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.
BRD1202b-ty
Attachments: C12197

a Memorandum of Understanding 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. As recommended by the Plans and Programs Committee, the SANBAG Board on January 4, 2012 directed staff to continue participation in development of the MOU among the HSRA and the Southern California transportation agencies for use of HSR funds to improve the Region's passenger rail systems in ways that support the HSR project.

The proposed MOU is attached. It is not a contract for actual transfer or payment of funds at this time, but instead establishes a commitment for funding in the future, establishes eligibility for HSR funding of selected regional rail improvement projects, and specifies criteria for selection of those projects. Attachments to the final MOU will include a list of candidate projects and selection criteria. Both are still under development.

Approval of the MOU is required at this time to proceed. However, execution of the MOU by the SANBAG President is contingent upon finalization of the project criteria and project list.

Financial Impact: This action does not affect the approved Fiscal Year 2011-2012 SANBAG Budget. However, it may result in the availability of capital for important passenger rail improvements within the region. Depending on the final criteria, these may include projects such as double tracking of additional segments of the Metrolink San Bernardino Line and provision of service within the right-of-way of the High Desert Corridor.

Reviewed By: This item was recommended for approval (12-1-0/opposed: Rutherford) by the Plans and Programs Committee on January 18, 2012. However, the recommendation has been modified to authorize the SANBAG President to execute upon finalization of the criteria and project lists. SANBAG Counsel and the Contracts Manager have reviewed the draft MOU. However, further review of the final document will be required prior to execution.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1202a-ty
Attachments: C12197

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12197 Amendment No. _____

By and Between

San Bernardino Associated Governments and California High Speed Rail Authority and Southern California Transportation Agencies

Contract Description MOU for the preparation of study, design and construction of High Speed Rail through the Southern California Region.

Board of Director's Meeting Date: February 1, 2012

Overview of BOD Action: Approve MOU for the preparation of study, design and construction of High Speed Rail through the Southern California Region.

Is this a 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	$		**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date After Execution of All Parties	**Current Contract Expiration Date** None	**Revised Contract Expiration Date**

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? N/A

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

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

N/A

☐ 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

Project Manager Signature Date

Chief Financial Officer Signature 1/10/12 Date

Contracts Manager Signature 1/10/12 Date

DRAFT MOU

MEMORANDUM OF UNDERSTANDING CONTRACT # XXXXXX

BY AND BETWEEN

CALIFORNIA HIGH-SPEED RAIL AUTHORITY (CHSRA);

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG);

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (Metro);

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA);

RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC);

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG);

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG); and

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (METROLINK),

COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES", FOR THE PREPARATION OF STUDY, DESIGN AND CONSTRUCTION OF HIGH-SPEED RAIL THROUGH THE SOUTHERN CALIFORNIA REGION, INCLUDING IDENTIFIED HIGH-SPEED RAIL CORRIDORS SOUTH OF BAKERSFIELD.

RECITALS:

Whereas, the California High-Speed Rail Authority (CHSRA) is responsible for planning, building and maintaining an 800-mile statewide high-speed rail system, providing more than 600,000 jobs and improved mobility through the development of safe, clean, reliable rail technology; and

Whereas, CHSRA, in partnership with the Federal Railroad Administration has completed and certified a Program EIR/EIS for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California, and the HST system approved by the CHSRA includes corridors into and through Southern California; and

Whereas, the CHSRA's responsibility for planning, construction and operation of high-speed passenger train service in California is exclusively granted to CHSRA by PUC Section 185032.a.2; and

Whereas, the CHSRA is charged with accepting grants, fees and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (PUC section 185034(4)); and

Whereas, the CHSRA DRAFT 2012 Business Plan proposes to incrementally develop the HST utilizing a blended system and blended operations involving coordinated passenger rail system development and operations with existing passenger rail systems, and this emphasis reflects the recognition that a key to success in developing the statewide rail network, including the high-speed system, is in coordinated infrastructure development that improves, enhances and expands the integration of high-speed and regional/local passenger rail systems; and

Whereas, this blended approach requires a series of incremental investments in local rail corridors to prepare for integrated service and operations and the CHSRA recognizes the need for a collaborative effort with regional and local agencies to identify early investment projects along existing rail corridors, that increase speed, improve safety and efficiency, and create linkages between HST and local passenger rail service; and

Whereas, local transportation improvement projects are required to be included in a Regional Transportation Plan (RTP) and both the Southern California Association of Governments (SCAG) and the San Diego Association of Governments (SANDAG) are each charged with developing a RTP every four years for their respective regions to provide guidance for transportation investments within each region, and development of regional transportation strategies to address the regions' mobility needs; and

Whereas, SCAG adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG region's travel needs through the year 2035, and that document recognizes the need for HSR ground transportation to serve these needs; and

Whereas, the Sustainable Communities and Climate Protection Act of 2008 (SB 375, Steinberg, Statutes of 2008) requires subsequent RTPs to include a Sustainable Communities Strategy (SCS), showing evidence of integrated planning, goals that establish and strengthen the crucial linkages between the economy, land use development and regional transportation system to improve access to jobs, education, healthcare, and regional amenities in ways that improve the overall quality of life in the region; and

Whereas, the DRAFT 2012 SCAG RTP identifies Phase 1 of the California High-Speed Rail program in the constrained plan to facilitate the development of HSR early investment projects in passenger rail corridors in the SCAG region and that the HST development objectives are consistent with achieving SB 375 goals to reduce greenhouse gas emissions by 8 percent per capita by 2020 and 16% by 2035; and

Whereas, SANDAG adopted the 2050 RTP on October 28, 2011, including a SCS, with similar transportation goals and including the Authority's Phase 2 Los Angeles to San Diego via Inland Empire HST corridor in its constrained plan and extensive capital and operations improvements along the San Diego segment of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor, the nation's second busiest passenger rail corridor, and

Whereas, the CHSRA already had an MOU in place with SCAG, Metro , OCTA , RCTC, SANDAG, SANBAG , California Department of Transportation, Division of Rail, and the San Diego County Regional Airport

Authority that guide discussion and participation in the collaborative development of technical studies, sharing of technical information, and regional outreach coordination; and

Whereas, Metro, OCTA, SANDAG, SANBAG, RCTC and Metrolink are involved in the planning, funding, construction and/or operation of heavy and light rail transit, buses, and/or commuter train services in Los Angeles/Orange/Riverside/SANBAG/San Diego counties and are considering intermodal service integration, including linkages to the proposed HST service; and

Whereas, it is the intent and purpose of this MOU to strengthen the working relationship between CHSRA and the Parties to facilitate the development and implementation of passenger rail improvements that will improve local passenger rail service and operations while preparing designated HST corridors for eventual HST operation to achieve region-wide systems integration of rail service in Southern California; and

Whereas, the PARTIES also intend to communicate and coordinate with rail operators such as Metrolink, Amtrak, Burlington Northern & Santa Fe, Union Pacific Railroad and Caltrans' Division of Rail in the development and implementation of rail improvements and enhancements; and to include them in the California State Rail Plan.

Now, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. To collaboratively agree to the statement of purpose of the MOU in order to identify and move forward with a program of early investments in the regional and local rail systems to facilitate the blended approach as described in Chapter 2 of the CHSRA Draft 2012 Business plan regarding coordination of increasing interregional connectivity of the existing systems (rail, bus, airports, and highways).

2. Parties to this MOU agree to support improved rail operations in Southern California in a manner that is in keeping with the statutory requirements of Proposition 1A, and that prioritized projects supported by this MOU will emphasize the need to improve speed and operations into Southern California.

   Parties to the MOU agree to collaboratively partner in delivering the California High-Speed Rail project to Southern California as a whole by supporting efforts to obtain funding, enhance stakeholder support, secure environmental clearance and all other aspects that will move the implementation of Proposition 1A and all it endeavors to achieve.

4. Parties to this MOU agree to collaboratively improve and increase community outreach in Southern California to improve community understanding and support of the HSRA Business Plan and proposed projects in Southern California.

5. This MOU establishes a framework for the recommendation of candidate improvement projects for consideration for funding and implementation. The framework includes the application of performance-based criteria to prioritize candidate projects, select projects for funding consideration, and a process for the Parties to achieve regional consensus on the projects to be recommended to CHSRA for funding. A subsequent project level MOU (or other agreement(s)

may be developed to specify the details of approved projects that implement the goals of this MOU.

6. The PARTIES agree to work together through the Southern California Passenger Rail Planning Coalition to develop, refine and update the project development and selection process for projects that may be funded in whole or in part by the CHSRA that will be reviewed and approved by the Regional Chief Executive Officer's Group, which is comprised of parties to this MOU.

7. The PARTIES have developed a list of candidate rail improvement and enhancement projects attached hereto as Attachment A. This list of projects will be further refined to prioritize these projects both according to their utility and extent that they achieve the goals identified in the CSHRA's 2012 Business Plan in implementing projects related to the "Blended Systems and Blended Operations" concept. The projects are consistent with the CHSRA's phased implementation strategy for developing the statewide High-Speed System. The candidate project list will be used to develop a "Prioritized Rail Improvement List "(PRIL) for a region-wide series of rail improvements and enhancements, including work on Phase 1 High-Speed Rail corridors and on feeder rail corridors that support the Blended Systems/Blended Operations model.

8. Attachment B details the performance criteria that will be used to review the candidate rail project list and refine the list through collaboration with the PARTIES to develop the PRIL. The PRIL will be completed, including approval of said list by all respective participating governing Boards of the PARTIES, by June, 2012.

9. The PRIL is intended to be incorporated into the California State Rail Plan as applicable.

10. PARTIES will utilize the PRIL to develop a specific funding plan, including investment by the California High-Speed Rail Authority, State and, and federal matching funds based upon an agreed strategy.

   a. CHSRA will work with the other parties to the MOU to seek early approval and release of the $950 million already committed to interregional service statewide.
   b. CHSRA will commit an additional $1 billion in unallocated Prop 1A funds to implement the PRIL projects that meet the performance criteria identified in Attachment B by 2020.
   c. CHSRA will work with necessary funding partners (state, private, and federal) to assist in seeking and releasing the funds necessary to implement the PRIL projects. Local agencies may provide local funds, real property or in-kind resources as matching funds where matching funds are required to qualify for grant funding. PARTIES agree to work together to identify appropriate amounts and types of local resources that may be used to support a specific PRIL project.
   d. CHSRA and appropriate local agencies will coordinate to obtain federal and private funding using a mutually agreed upon strategic approach. In the event that funding for the HST program is constrained by statute, rescission of existing law, change in funding requirements or eligibility, reduction in funding level or availability, the CSHRA shall

notify the Parties in a timely manner of same and provide a statement of impact of such change on the prioritized candidate list.

11. In the event that the funding provided for under this MOU is not approved by the CHSRA by 2020, the MOU is deemed to be terminated effective thirty (30) days upon notice by CHSRA.

12. Any non-CHSRA Party may withdraw from this MOU at any time prior to notice of a grant award for a PRIL project by giving notice to the other parties of the MOU of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

13. If through any cause, the CSHRA shall fail to fulfill in a timely and proper manner its obligations under this MOU regarding approval of the prioritized candidate list or the PRIL, the other parties to the MOU shall thereupon have the right to withdraw from the MOU by giving not less than thirty (30) days written notice of the intent to terminate and specifying the effective date thereof.

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor
County of Los Angeles

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Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Jane W. Carney
Senate Rules Appointee

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

January 11, 2012

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached is the agenda item and outcome of the January 6, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEM AT THE JANUARY 6, 2012 BOARD MEETING

There were no public hearing items at the January 6, 2012 Board meeting.

OTHER BUSINESS: Amend Salary Resolution and District Contracts to Incorporate Changes Required by AB 1344: Effective January 1, 2012, AB 1344 requires that employment contracts between local agencies and agency staff and non-contractual provisions must provide for reimbursement to the agency in certain instances when an employee has committed a crime involving abuse of office or position. AB 1344 also limits cash settlements paid to contract employ3ees if they are terminated. To comply with the requirements of AB 1344, staff is recommending changes to the language in the contracts and the Salary Resolution provisions for executive staff.

PUBLIC HEARING ITEM SCHEDULED FOR THE FEBRUARY 3, 2012 BOARD MEETING

Receive Public Input on Executive Officer's Priority Goals for FY 2012-13
A set of priority goals for FY 2012-13 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals as they serve as the foundation of AQMD's Work Program.

Please find enclosed the *SCAQMD Advisor* for your information.

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 December 15, 2011. The MSRC's next meeting is currently scheduled for Thursday, January 19, 2012, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
At its December 15, 2011 meeting, the MSRC unanimously approved the minutes from its last meeting.

Adoption of 2011 Meeting Schedule
At its December 15, 2011 meeting, the MSRC adopted its 2012 meeting schedule. The MSRC will continue to meet on the third Thursday of every month at 2:00 p.m. and its Technical Advisory Committee will continue to meet on the first Thursday of every month at 1:30 p.m. Both meetings are typically conducted in Room CC8.

Additional Funds for Alternative Fuel School Buses
The MSRC allocated $1.5 million under the FY 2010-11 Work Program for an Alternative Fuel School Bus Incentives Program providing incentives ranging from $15,000 to $45,000 per bus, depending on bus size. Two vendors, A-Z Bus Sales and BusWest, were chosen to implement the incentive program 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, $540,000. At its December 15, 2011 meeting, the MSRC considered a request from A-Z Bus Sales for an additional $525,000. The funding would provide $25,000 incentives to fulfill orders for 21 propane-fueled school buses, 2 for Hemet Unified School District and 19 for Atlantic Express, a private pupil transportation provider. The Atlantic Express school buses will be used to transport students on newly acquired routes for the Los Angeles Unified School District. The MSRC unanimously approved the funding augmentation to A-Z Bus Sales to fulfill

these orders. Since there was only $485,000 remaining on the balance set aside for this program, the MSRC allocated an additional $40,000 from unallocated revenue to complete the request. This item will be considered by the AQMD Board at its January 6, 2012 meeting.

Approval of Conceptual FY 2011-12 Work Program Categories & Funding Targets
Over the last few months the MSRC and its Technical Advisory Committee and support staff have been brainstorming categories for its FY 2011-12 AB 2766 Discretionary Fund Work Program. Four subcommittees were formed to assist with this process: 1) Vehicles and Advanced Technology; 2) Local Government Match Program; 3) Transportation Control Measures; and 4) Alternative Fuel Infrastructure.

At its December 15, 2011 meeting, the MSRC unanimously approved conceptual work program categories and funding allocations totaling more than $26 million for the FY 2011-12 AB 2766 Discretionary Fund Work Program. They also directed their staff and Technical Advisory Committee to begin preparation of solicitations to begin implemention of the Work Program. The categories and funding allocations approved by the MSRC are as follows:

1) Alternative Fuel Infrastructure Program ($4.80 Million) – including funds for new limited and public access alternative fuel stations and facility modifications as well as funding for CNG production from renewable sources and incentives for CNG home refueling and electric vehicle home recharging units;

2) Local Government Match Program ($6.50 Million) – including funds for new alternative fuel stations, upgrades and expansions of existing stations and maintenance facilities, mobile hydrogen refueling, medium- and heavy-duty alternative fuel vehicles, electric vehicle charging stations, and street sweeping in the Coachella Valley;

3) Transportation Control Measures ($5.50 Million) – including five elements:
   a. Major Event Center Transportation Services Program ($2M);
   b. Regional Bikeshare Program ($1M);
   c. Multi-Mobility Hubs Program ($1M) – funds for this program were designated in the last work program and will be carried over as part of the new work program;
   d. Rideshare Incentives Program & Public Awareness Marketing Campaign ($1.5M);
   e. Community College Transit Pass Program – no specific funds were currently designated but anticipated program needs are $1M-$1.5M.

4) Vehicles & Advanced Technologies ($9.55 Million) – including six elements:
   a. Alternative Fuel School Bus Incentives & Life Extension Program ($2.5M) – including both the purchase of alternative fuel school buses for both public school districts and private providers as well as the repowering of older CNG buses and CNG tank replacements - funds for a school bus life extension program were designated in the last work program and will be carried over as part of the new work program;
   b. Medium-Duty Vehicle Replacement Incentive Program ($2.5M);
   c. CNG Taxicab Replacement Incentive Program ($0.75M);
   d. Off-Road Heavy-Duty Retrofit Demonstrations or "Showcase" III Program ($1.5M);
   e. On-Road Heavy-Duty Engine Replacement Incentive Program ($2M); and
   f. Cummins 11.9L Advanced Natural Gas Engine Demonstration Program ($0.3M).

A conceptual FY 2011-12 Work Program, along with the first round of solicitations once approved by the MSRC, will be submitted to the AQMD Board for consideration, possibly as early as March 2012.

Contract Modification Requests
The MSRC considered two additional contract modification requests and took the following unanimous actions:

1. For County of Los Angeles, Department of Public Works, Contract #ML05013, which provides $313,000 towards implementation of a Santa Clarita Valley Intelligent Transportation System, approval of a six-month no-cost term extension; and
2. For Tiger 4 Equipment Leasing Contract #MS07071, which provides $210,937 towards the demonstration of retrofit devices on off-road vehicles, approval of a twelve-month no-cost term extension.

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 Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino	6/30/2012 6/30/2012 6/30/2012 12/31/2011 12/31/2013 12/31/2013 12/31/2012 12/31/2012 12/31/2012 12/31/2013 12/31/2013 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 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 (6/30/2013) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013

#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.

Approved June 2, 1993
Reaffirmed March 6, 1996